2/24/04

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

REC
T

02-24-2004

102676271

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

To the Honorable Commissioner of Patents: ...ached 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

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

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☒ Other Corrective Security Interest, Reel/Frame: 002792/0084, correcting the nature of conveyance

Execution Date: April 3, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
76/335883; 76/307220; 76/246816; 76/199923; 76/335611; 76/334470; 76/975145; 76/493718; 76/173473; 75/983297; 76/432793

B. Trademark Registration No.(s)

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: 11

7. Total fee (37 CFR 3.41).....$ 290.00

- ☒ 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 E. Dicig — Signature

February 23, 2004 — Date

Total number of pages including cover sheet, attachments, and document: 27

02/25/2004 LMUELLER 00000020 76335883

01 FC:8521 40.00 OP
02 FC:8522 250.00 OP

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

UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

FEBRUARY 12, 2004

PTAS

102513970A

SCHWARTZ, COOPER, GREENBERGER ET AL.
MARY E. DICIG
180 N. LASALLE STREET
SUITE 2700
CHICAGO, IL 60601

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 08/01/2003

REEL/FRAME: 002792/0084
NUMBER OF PAGES: 22

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:
BIG IDEA PRODUCTIONS, INC.

DOC DATE: 04/03/2000
CITIZENSHIP:
ENTITY: CORPORATION

ASSIGNEE:
LASALLE BANK NATIONAL ASSOCIATION
135 N. LASALLE STREET
CHICAGO, ILLINOIS 60603

CITIZENSHIP:
ENTITY: ASSOCIATION

APPLICATION NUMBER: 76335883
REGISTRATION NUMBER: 2656266

FILING DATE: 11/07/2001
ISSUE DATE: 12/03/2002

MARK: 321 PENGUINS!
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 76335611 FILING DATE: 11/06/2001
REGISTRATION NUMBER: 2710060 ISSUE DATE: 04/22/2003

MARK: LARRYBOY
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 76173473 FILING DATE: 11/30/2000
REGISTRATION NUMBER: 2527217 ISSUE DATE: 01/08/2002

MARK: VEGGIETUNES
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76307220 FILING DATE: 08/30/2001
REGISTRATION NUMBER: 2735410 ISSUE DATE: 07/08/2003

MARK: GRUNTLY & IGGY
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76334470 FILING DATE: 11/08/2001
REGISTRATION NUMBER: 2703175 ISSUE DATE: 04/01/2003

MARK: BIG IDEA BOOKS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75983297 FILING DATE: 12/17/1999
REGISTRATION NUMBER: 2772013 ISSUE DATE: 10/07/2003

MARK: 3-2-1 PENGUINS!
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76246816 FILING DATE: 04/26/2001
REGISTRATION NUMBER: 2756913 ISSUE DATE: 08/26/2003

MARK: LARRYBOY
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76975145 FILING DATE: 01/25/2001
REGISTRATION NUMBER: 2701371 ISSUE DATE: 03/25/2003

MARK: BIG IDEA INTERACTIVE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76432793 FILING DATE: 07/22/2002
REGISTRATION NUMBER: ISSUE DATE:

MARK: 3 2 1 PENGUINS!
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 76199923 FILING DATE: 01/25/2001
REGISTRATION NUMBER: ISSUE DATE:

MARK: BIG IDEA INTERACTIVE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76493718
REGISTRATION NUMBER:

FILING DATE: 02/28/2003
ISSUE DATE:

MARK: LARRYBOY
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SHARON LATIMER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

08-01-2003

102513970

8-1-03

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

TRADEMARKS ONLY

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

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

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

3. Nature of conveyance:

- ☒ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: April 3, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
76/335883; 76/307220; 76/246816; 76/199923; 76/335611; 76/334470; 76/975145; 76/493718; 76/173473; 75/983297; 76/432793

B. Trademark Registration No.(s)

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: 11

7. Total fee (37 CFR 3.41).....$ 290.00

- ☐ Enclosed
- ☒ Authorized to be charged to deposit account

8. Deposit account number:

502803

(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

July 31, 2003 — Date

Total number of pages including cover sheet, attachments, and document: 23

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

08/01/2003 GTON11 00000076 502803 76335883
01 FC:8521 40.00 DA
02 FC:8522 250.00 DA

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made as of the 3rd day of August 2000, by Big Idea Productions, Inc., an Illinois corporation (the "Assignor"), to LaSalle Bank National Association (the "Assignee").

RECITALS

The Assignor and the Assignee are parties to a certain Loan and Security Agreement, dated the date of this Agreement (together with any and all amendments, revisions, modifications, supplements, and restatements thereof and therefor, collectively, the "Loan Agreement"). Capitalized terms and other terms used but not otherwise defined this Assignment are used with the same meanings as defined in the Loan Agreement.

The Assignee has agreed to make the Loans described in the Loan Agreement, subject to the terms and conditions set forth in the Loan Agreement. The Assignor has agreed to grant to Assignee a security interest in all of Assignor's personal property pursuant to the terms and conditions of the Loan Agreement, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, goodwill, copyrights, licenses, and trade secrets. This Assignment shall supplement the terms of the Loan Agreement and provide a more practical method for perfecting the Security Assignee's interest the Assignor's Intellectual Property (as defined below).

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth in this Assignment and in the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Collateral Assignment of Intellectual Property. To secure the full, complete, and timely payment and satisfaction of all of Assignor's Liabilities arising under the Loan Agreement, Assignor hereby collaterally assigns, transfers, sets over, and delivers to the Assignee and grants to Assignee (with power of sale, to the extent permitted by law, upon the occurrence of a Default under the Loan Agreement) a first priority mortgage, lien, and security interest on and in all of Assignor's right, title, and interest in and to all of its now owned or existing and hereafter acquired or arising (whether registered, filed, or recorded) intellectual property, including, without limitation:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications including, without limitation, those listed on the attached Schedule A, and (i) the reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (ii) all income, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future

infringements thereof; and (iii) the right to sue for past, present, and future infringements thereof (all the foregoing under this subsection (a) hereinafter collectively referred to as the "Patents"); and

(b) trademarks, trademark registrations, trade names, and trademark applications, including, without limitation, the trademarks and tradenames and applications and registrations therefor listed on the attached Schedule B, and: (i) continuations, extensions, and renewals thereof; (ii) all income, royalties, damages, and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (iii) the right to sue for past, present, and future infringements thereof; and (iv) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (b) hereinafter collectively referred to as the "Trademarks"); and

(c) the goodwill of Assignor's business connected with and symbolized by the Trademarks; and

(d) license agreements, with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on the attached Schedule C, and the right to prepare for sale, sell, and advertise for sale, all Inventory (as defined in the Loan Agreement) now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing under this subparagraph (d) hereinafter referred to collectively as the "Licenses"); and

(e) copyrights, copyright registrations, and copyright applications, including, without limitation, the copyrights and registrations and applications therefor listed on the attached Schedule D, and: (i) all income, royalties, damages, and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (ii) the right to sue for past, present and future infringements thereof; and (iii) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (e) hereinafter collectively referred to as the "Copyrights"); and

(f) trade secrets, including, without limitation, the trade secrets listed on the attached Schedule E (collectively, the "Trade Secrets").

All of the foregoing Patents, Trademarks, Licenses, Copyrights, Trade Secrets, goodwill, and other intellectual property and proprietary rights of the Assignor set forth above in this Section 1 are collectively hereinafter referred to as the "Intellectual Property."

2. New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Trademarks, Licenses, Copyrights, and Trade Secrets listed on Schedules A, B, C, D, and E

TRADEMARK
REEL: 002913 FRAME: 0491

respectively, constitute all of the Patents, Trademarks, Licenses, Copyrights, and Trade Secrets now owned by Assignor. If, before the Liabilities shall have been satisfied in full, Assignor shall obtain rights to or become entitled to the benefit of any new patentable invention, patent or trademark application, tradename, trademark registration, license, license renewal, copyrights or application or registration therefor, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the foregoing shall be subject to the collateral assignment set forth in Section 1 of this Assignment. Upon obtaining rights to the foregoing, the Assignor shall give to Assignee prompt written notice thereof, together with amended Schedules A, B, C, D, or E, as applicable, to include the foregoing and shall execute and record any and all other and further documents and shall execute and record any and all other further documents, agreements, or instruments necessary, in the Assignee's discretion, to give the Assignee a valid and first priority mortgage, lien, and security interest on and in the foregoing.

3. Restrictions on Future Agreements. Until the Liabilities shall have been fully and completely paid and satisfied Assignor will not, outside the ordinary course of business, enter into any agreement regarding the Intellectual Property without Assignee's prior written consent, whether the agreement is in the form of a license, assignment, or the Assignor's grant and collateral assignment of a mortgage, lien, and security interest as under this Assignment. Assignor will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment.

4. Agreements and Duties of Assignor. Assignor agrees: (a) not to sell or assign, outside the ordinary course of business, its interest in, or grant any license under, its Intellectual Property, without the prior written consent of Assignee; (b) to maintain the quality of any and all products in connection with which the Intellectual Property is used, consistent with the quality of the products as of the date hereof; (c) not to change the quality of the products without Assignee's express written consent; and (d) to provide Assignee, as often as requested thereby, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

Assignor shall have the duty: (a) to prosecute diligently any patent application of the Patents, any trademark application of the Trademarks, and any copyright application of the Copyrights, pending as of the date hereof or thereafter until the termination of this Assignment pursuant to Paragraph 10 hereof; (b) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate; and (c) to preserve and maintain all rights in patent applications and patents of the Patents and in trademark applications, trademarks, and trademark registrations of the Trademarks, and in copyright applications and registrations of the Copyrights, and to use practices to maintain the confidentiality of all Trade Secrets. Any expenses incurred in connection with such applications and practices shall be borne by Assignor.

Unless the benefits to be derived from the following are negligible, immaterial, or the following are otherwise of little or no value, Assignor shall not abandon: (a) any right to file a

TRADEMARK
REEL: 002913 FRAME: 0492

patent, trademark, or copyright application; (b) any pending patent, trademark, or copyright application; and (c) any patent, trademark, or copyright (whether pending or otherwise), without the consent of Assignee, which consent shall not be unreasonably withheld.

5. Assignee's Right to Sue. From and after the occurrence of a Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property and, if Assignee shall commence any suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of the enforcement and Assignor shall promptly, upon demand, reimburse, and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 5.

6. Power of Attorney. From and after the occurrence of a Default, Assignor hereby authorizes Assignee to make, constitute, and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power: (a) at any time, to endorse Assignor's name on all applications, documents, papers, and instruments necessary or desirable for the Assignee to effect or maintain a valid mortgage, lien, and security interest on and in the Intellectual Property; and (b) from and after the occurrence of a Default to: (i) grant or issue any exclusive or non-exclusive license under the Intellectual Property to anyone; or (ii) assign, pledge, convey, or otherwise transfer title in or dispose of the Intellectual Property to anyone. Assignee hereby ratifies all that the attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been fully paid, performed, and satisfied.

7. Assignee's Other Rights and Remedies. Assignee shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records, and operations, including, without limitation, Assignor's quality control processes. From and after the occurrence of a Default, Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish additional product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Intellectual Property. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of those rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located. All of Assignee's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Loan Agreement, or by any other assignment or by law shall be cumulative and may be exercised singularly or concurrently.

TRADEMARK
REEL: 002913 FRAME: 0493

8. Royalties. Assignor hereby agrees that the use by Assignee of all Intellectual Property as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to the Assignor.

9. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power, or privilege under this Assignment or under the Loan Agreement, shall operate as a waiver of the right, power, or privilege; nor shall any single or partial exercise of any right, power, or privilege under this Assignment or under the Loan Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

10. Termination. This Assignment is made for collateral purposes only, and upon full and complete payment and satisfaction of the Liabilities, this Assignment shall terminate and Assignee shall execute and deliver to Assignor all agreements, assignments, or instruments as may be necessary or proper to terminate Assignee's collateral assignment and security interest in the Intellectual Property, subject to any disposition of the Intellectual Property which may have been made by Assignee pursuant to this Assignment or pursuant to the Loan Agreement.

11. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then the invalidity or unenforceability shall affect only the clause or provision, or part thereof, in the jurisdiction, and shall not in any manner affect the clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

12. Modification. This Assignment cannot be altered, amended, or modified, in any way, except by consent of Assignee as specifically provided in Section 3 of this Assignment, or by a writing signed by the parties.

13. Binding Effect. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its nominees, and assigns.

14. Governing Law. This Assignment shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois.

TRADEMARK
REEL: 002913 FRAME: 0494

IN WITNESS WHEREOF, the parties to this Assignment have duly signed this Assignment as of the date first written above.

Big Idea Productions, Inc., an Illinois corporation

By: _____
Name: Robert Patin
Title: President

By: _____
Name: James Vogler
Title: Secretary

STATE OF ILLINIOIS)
) SS.
COUNTY OF Cook)

The foregoing Collateral Assignment of Intellectual Property was signed and acknowledged before me this 3rd day of August, 2000, by Robert Patin, personally known to me to be the President of Big Idea Productions, Inc. and James Vogler, personally known to me to be the Secretary of Big Idea Productions, Inc., an Illinois corporation, on behalf of the corporation.

_____
Notary Public

"OFFICIAL SEAL"
MARILYN P. DUNN
Notary Public, State of Illinois
My Commission Expires 05/01/04

1106739 v1

TRADEMARK
REEL: 002913 FRAME: 0495

ACCEPTANCE

The undersigned, LaSalle Bank National Association, accepts the foregoing Collateral Assignment of Intellectual Property.

LASALLE BANK NATIONAL ASSOCIATION

By: _____
Name Donna N. Smith
Title: Senior Vice-President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing Collateral Assignment of Intellectual Property was signed and acknowledged before me this 3rd day of August, 2000, by Donna N. Smith, personally known to me to be the Senior Vice-President of LaSalle Bank National Association, on behalf of the association

Maureen A. Drews
Notary Public

"OFFICIAL SEAL"
Maureen A. Drews
Notary Public, State of Illinois
My Commission Expires Dec. 23, 2002

1106739 v1

TRADEMARK
REEL: 002913 FRAME: 0496

Schedule A
Patents

None.

TRADEMARK
REEL: 002913 FRAME: 0497

Schedule B
Trademarks

See the attached list of Trademarks.

TRADEMARK
REEL: 002913 FRAME: 0498

Big Idea Productions, Inc.

Country	Trademark	TradeMarkID	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Next	Status
AT	BIG IDEA	321	1076082	15-Feb-1999	1076082	15-Feb-1999		Registered
AT	VEGGIETALES	1100	1075530	15-Feb-1999	1075530	15-Feb-1999		Registered
AU	BIG IDEA	335	785680	17-Feb-1999				Pending
AU	BIG IDEA'S VEGGIETALES	414	809452	07-Oct-1999				Pending
AU	VEGGIETALES	334	785681	17-Feb-1999	785681	01-Oct-1999	17-Feb-	Registered
BX	BIG IDEA	322	1076082	15-Feb-1999	1076082	15-Feb-1999		Registered
BX	VEGGIETALES	1101	1075530	15-Feb-1999	1075530	15-Feb-1999		Registered
CA	BIG IDEA	337	1008045	09-Mar-1999				Pending
CA	BIG IDEA'S VEGGIETALES	404	1013513	07-Oct-1999				Pending
CA	VEGGIETALES	336	1008046	09-Mar-1999				Pending
CN	BIG IDEA'S VEGGIETALES	354	9900119045	08-Oct-1999				Pending
CN	BIG IDEA'S VEGGIETALES	353	9900119044	08-Oct-1999				Pending
CN	BIG IDEA'S VEGGIETALES	351	9900119042	08-Oct-1999				Pending
CN	BIG IDEA'S VEGGIETALES	352	9900119043	08-Oct-1999				Pending
CN	BIG IDEA'S VEGGIETALES	420	9900120054	11-Oct-1999				Pending
CN	BIG IDEA'S VEGGIETALES	419	9900120053	11-Oct-1999				Pending
CN	BIG IDEA'S VEGGIETALES	421	9900120055	11-Oct-1999				Pending
CN	BIG IDEA'S VEGGIETALES	422	9900120056	11-Oct-1999				Pending
DE	BIG IDEA	323	1076082	15-Feb-1999	1076082	15-Feb-1999		Registered
DE	VEGGIETALES	1102	1075530	15-Feb-1999	1075530	15-Feb-1999		Registered
DK	BIG IDEA	324	1076082	15-Feb-1999	1076082	15-Feb-1999		Registered
DK	VEGGIETALES	1103	1075530	15-Feb-1999	1075530	15-Feb-1999		Registered
ES	BIG IDEA	325	1076082	15-Feb-1999	1076082	15-Feb-1999		Registered
ES	VEGGIETALES	1104	1075530	15-Feb-1999	1075530	15-Feb-1999		Registered
EU	BIG IDEA	320	1076082	15-Feb-1999	1076082	15-Feb-1999	15-Feb-	Registered
EU	BIG IDEA'S VEGGIETALES	405	1338482	06-Oct-1999				Pending
EU	VEGGIETALES	338	1075530	15-Feb-1999	1075530	15-Feb-1999	15-Feb-	Registered
FI	BIG IDEA	326	1076082	15-Feb-1999	1076082	15-Feb-1999		Registered
FI	VEGGIETALES	1105	1075530	15-Feb-1999	1075530	15-Feb-1999		Registered
FR	BIG IDEA	327	1076082	15-Feb-1999	1076082	15-Feb-1999		Registered
FR	VEGGIETALES	1106	1075530	15-Feb-1999	1075530	15-Feb-1999		Registered
GB	BIG IDEA	328	1076082	15-Feb-1999	1076082	15-Feb-1999		Registered
GB	VEGGIETALES	1107	1075530	15-Feb-1999	1075530	15-Feb-1999		Registered
GR	BIG IDEA	329	1076082	15-Feb-1999	1076082	15-Feb-1999		Registered
GR	VEGGIETALES	1108	1075530	15-Feb-1999	1075530	15-Feb-1999		Registered

1107908 v1

Country	Trademark	TradeMarkID	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Next	Status
HK	BIG IDEA'S VEGGIETALES	358	99/14192	06-Oct-1999				Pending
HK	BIG IDEA'S VEGGIETALES	355	99/14189	08-Oct-1999				Pending
HK	BIG IDEA'S VEGGIETALES	357	99/14191	08-Oct-1999				Pending
HK	BIG IDEA'S VEGGIETALES	356	99/14190	08-Oct-1999				Pending
HK	BIG IDEA'S VEGGIETALES	360	99/14609	14-Oct-1999				Pending
HK	BIG IDEA'S VEGGIETALES	363	99/14612	14-Oct-1999				Pending
HK	BIG IDEA'S VEGGIETALES	361	99/14610	14-Oct-1999				Pending
HK	BIG IDEA'S VEGGIETALES	362	99/14611	14-Oct-1999				Pending
IE	BIG IDEA	330	1076082	15-Feb-1999	1076082	15-Feb-1999		Registered
IE	VEGGIETALES	1109	1075530	15-Feb-1999	1075530	15-Feb-1999		Registered
IT	BIG IDEA	331	1076082	15-Feb-1999	1076082	15-Feb-1999		Registered
IT	VEGGIETALES	1110	1075530	15-Feb-1999	1075530	15-Feb-1999		Registered
JP	BIG IDEA'S VEGGIETALES	393	90998/1999	08-Oct-1999				Pending
KR	BIG IDEA	341	99-5987	27-Feb-1999				Pending
KR	BIG IDEA'S VEGGIETALES	398	99-37799	08-Oct-1999				Pending
KR	BIG IDEA'S VEGGIETALES	399	99-37801	08-Oct-1999				Pending
KR	VEGGIETALES	340	99-6000	27-Feb-1999				Published
MX	BIG IDEA	318	385298	30-Jul-1999				Pending
MX	BIG IDEA	347	385300	30-Jul-1999				Pending
MX	BIG IDEA	346	385299	30-Jul-1999				Pending
MX	BIG IDEA	345	385301	30-Jul-1999				Pending
MX	BIG IDEA'S VEGGIETALES	397	394367	08-Oct-1999				Pending
MX	BIG IDEA'S VEGGIETALES	394	394364	08-Oct-1999				Pending
MX	BIG IDEA'S VEGGIETALES	396	394365	08-Oct-1999				Pending
MX	BIG IDEA'S VEGGIETALES	395	394366	08-Oct-1999				Pending
MX	VEGGIETALES	349	385300	30-Jul-1999				Pending
MX	VEGGIETALES	348	385299	30-Jul-1999				Pending
MX	VEGGIETALES	350	385301	30-Jul-1999				Pending
MX	VEGGIETALES	319	385302	30-Jul-1999				Pending
NZ	BIG IDEA	313	305121	15-Feb-1999				Pending
NZ	BIG IDEA	312	305120	15-Feb-1999				Pending
NZ	BIG IDEA	310	305118	15-Feb-1999				Pending
NZ	BIG IDEA	311	305119	15-Feb-1999				Pending
NZ	BIG IDEA'S VEGGIETALES	412	600451	07-Oct-1999				Pending
NZ	BIG IDEA'S VEGGIETALES	411	600447	07-Oct-1999				Pending
NZ	BIG IDEA'S VEGGIETALES	410	600450	07-Oct-1999				Pending
NZ	BIG IDEA'S VEGGIETALES	409	600446	07-Oct-1999				Pending

Country	Trademark	TradeMarkID	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Next	Status
NZ	BIG IDEA'S VEGGIETALES	407	600445	07-Oct-1999				Pending
NZ	BIG IDEA'S VEGGIETALES	408	600449	07-Oct-1999				Pending
NZ	BIG IDEA'S VEGGIETALES	413	600452	08-Oct-1999				Pending
NZ	VEGGIETALES	314	305114	15-Feb-1999	305114	15-Jul-1999	15-Feb-	Registered
NZ	VEGGIETALES	315	305115	15-Feb-1999	305115	15-Jul-1999	15-Feb-	Registered
NZ	VEGGIETALES	316	305116	15-Feb-1999	305116	15-Jul-1999	15-Feb-	Registered
NZ	VEGGIETALES	317	305117	15-Feb-1999	305117	15-Jul-1999	15-Feb-	Registered
PO	BIG IDEA'S VEGGIETALES	392		29-Oct-1999				Pending
PO	BIG IDEA'S VEGGIETALES	385		29-Oct-1999				Pending
PO	BIG IDEA'S VEGGIETALES	386		29-Oct-1999				Pending
PO	BIG IDEA'S VEGGIETALES	387		29-Oct-1999				Pending
PO	BIG IDEA'S VEGGIETALES	388		29-Oct-1999				Pending
PO	BIG IDEA'S VEGGIETALES	389		29-Oct-1999				Pending
PO	BIG IDEA'S VEGGIETALES	391		29-Oct-1999				Pending
PO	BIG IDEA'S VEGGIETALES	390		29-Oct-1999				Pending
PT	BIG IDEA	332	1076082	15-Feb-1999	1076082	15-Feb-1999		Registered
PT	VEGGIETALES	1111	1075530	15-Feb-1999	1075530	15-Feb-1999		Registered
SE	BIG IDEA	333	1076082	15-Feb-1999	1076082	15-Feb-1999		Registered
SE	VEGGIETALES	1112	1075530	15-Feb-1999	1075530	15-Feb-1999		Registered
SG	BIG IDEA'S VEGGIETALES	364	T99/11208J	07-Oct-1999				Pending
SG	BIG IDEA'S VEGGIETALES	370	T99/11209I	07-Oct-1999				Pending
SG	BIG IDEA'S VEGGIETALES	371	T99/11210B	07-Oct-1999				Pending
SG	BIG IDEA'S VEGGIETALES	372	T99/11211J	07-Oct-1999				Pending
SG	BIG IDEA'S VEGGIETALES	373	T99/11212I	07-Oct-1999				Pending
SG	BIG IDEA'S VEGGIETALES	374	T99/11213G	07-Oct-1999				Pending
SG	BIG IDEA'S VEGGIETALES	375	T99/11214E	07-Oct-1999				Pending
SG	BIG IDEA'S VEGGIETALES	376	T99/11215C	07-Oct-1999				Pending
TW	BIG IDEA'S VEGGIETALES	378	88049560	08-Oct-1999				Pending
TW	BIG IDEA'S VEGGIETALES	383	88049553	08-Oct-1999				Pending
TW	BIG IDEA'S VEGGIETALES	382	88049558	08-Oct-1999				Pending
TW	BIG IDEA'S VEGGIETALES	381	88049556	08-Oct-1999				Pending
TW	BIG IDEA'S VEGGIETALES	379	88049554	08-Oct-1999				Pending
TW	BIG IDEA'S VEGGIETALES	384	88049557	08-Oct-1999				Pending
TW	BIG IDEA'S VEGGIETALES	377	88049555	08-Oct-1999				Pending
TW	BIG IDEA'S VEGGIETALES	380	88049559	08-Oct-1999				Pending
US	3-2-1 PENGUINS	417	75/874018	17-Dec-1999				Pending
US	ART FOR THE SAKE OF	344	75/799321	10-Sep-1999				Pending

Country	Trademark	TradeMarkID	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Next	Status
US	BIG IDEA	301	75/445887	06-Mar-1998				Pending
US	BIG IDEA	1422	75/979413	06-Mar-1998				Pending
US	BIG IDEA (& DESIGN)	1399	75/979439	06-Mar-1998				Pending
US	BIG IDEA (& DESIGN)	300	75/445886	06-Mar-1998				Pending
US	BIG IDEA ONLINE	418	75/903932	27-Jan-2000				Pending
US	BIG IDEA'S VEGGIETALES	309	75/677515	08-Apr-1999				Pending
US	BIG IDEA'S VEGGIETALES	406	75/846177	10-Nov-1999				Pending
US	DESIGN ONLY (BOB &	307						Unfiled
US	DESIGN ONLY (GROUP	308						Unfiled
US	LARRY-BOY	343						Unfiled
US	SUNDAY MORNING	303	75/519330	15-Jul-1998				Published
US	SUNDAY MORNING	304	75/519237	15-Jul-1998	2299662	14-Dec-1999	14-Dec-	Registered
US	VEGGIETALES	298	74/492523	22-Feb-1994	1869418	27-Dec-1994	27-Dec-	Registered
US	VEGGIETALES	295	74/612989	19-Dec-1994	2167848	23-Jun-1998	23-Jun-	Registered
US	VEGGIETALES (& DESIGN)	299	74/492524	22-Feb-1994	1869419	27-Dec-1994	27-Dec-	Registered
US	VEGGIETOWN VALUES	342	75/895700	12-Jan-2000				Pending
US	VEGGIETUNES	306	75/531815	06-Aug-1998	2297844	07-Dec-1999	07-Dec-	Registered
US	WHAT'S THE BIG IDEA?	302	75/534574	11-Aug-1998	2342506	18-Apr-2000	18-Apr-	Registered
US	WHAT'S THE BIG IDEA? (&	305	75/534573	11-Aug-1998				Pending
ZA	BIG IDEA'S VEGGIETALES	401	9918342	06-Oct-1999				Pending
ZA	BIG IDEA'S VEGGIETALES	402	9918343	06-Oct-1999				Pending
ZA	BIG IDEA'S VEGGIETALES	400	9918341	06-Oct-1999				Pending
ZA	BIG IDEA'S VEGGIETALES	403	9918344	06-Oct-1999				Pending

TRADEMARK
REEL: 002913 FRAME: 0502

SUPPLEMENTAL SCHEDULE B

This Supplemental Schedule B amends and supplements Schedule B to the Collateral Assignment of Intellectual Property dated August 3, 2000, by Big Idea Productions, Inc., and LaSalle Bank National Association. The following Trademark Application Serial Numbers are hereby added to Schedule B:

TRADEMARKS

Title	Serial Number:
321 PENGUINS!	76/335883
GRUNTLY & IGGY	76/307220
LARRYBOY	76/246816
BIG IDEA INTERACTIVE	76/199923
LARRYBOY	76/335611
BIG IDEA BOOKS	76/334470
BIG IDEA INTERACTIVE	76/975145
LARRYBOY	76/493718
VEGGIETUNES	76/173473
3-2-1 PENGUINS	75/983297
3-2-1 PENGUINS!	76/432793

Big Idea Productions, Inc.

By: Mary Dicig

Mary Dicig, duly authorized agent of LaSalle Bank National Association, the duly authorized agent of Big Idea Productions, Inc.

LaSalle Bank National Association

By: Mary Dicig

Mary Dicig, its duly authorized agent

Dated: July 31, 2003

198286.1 044599-31552

Schedule C
Licenses

See the attached list of Licenses.

TRADEMARK
REEL: 002913 FRAME: 0504

Licensing and Distribution Agreements

A. Distribution Agreements

1. Middle East Media, dated June 24, 1993.
2. Everland Entertainment, a division of Word, Inc., dated May 12, 1994, as amended May 26, 1995, and January 8, 1997, and further amended by a memorandum dated December 2, 1997 for the distribution rights of Videos #1-#12.
3. Everland Entertainment, a division of Word, Inc., terms set forth in memorandum dated December 2, 1997 for the distribution rights of Videos #13-#24.
4. Everland Entertainment, a division of Word, Inc., dated February 16, 1996 for the distribution rights of Records, as amended May of 1996, and January 7, 1997.
5. Everland Entertainment, a division of Word, Inc. for the distribution rights of VeggieTale Christmas and Read & Listen 1 & 2 and Read & Listen 3 & 4, including all amendments to the original agreement.
6. Lyrick Studios

B. Licensing Agreements

1. Watermania, Inc. d/b/a Eagles Wings, dated May 17, 1996, as amended March 25, 1999.
2. DaySpring Cards, a division of David C. Cook Publishing Co., dated June 1996.
3. Chariot Family Publishing, dated November 15, 1996.
4. Revelations International, Inc., dated March 1997.
5. DaySpring Cards, a division of David C. Cook Publishing Co., dated April 1, 1997.
6. Day Spring Cards, a division of David C. Cook Publishing Co., dated April 1, 1997.
7. Talicor, Inc., dated April 4, 1997.
8. Dickson's, dated June 5, 1997.
9. Thomas Nelson, Inc., dated July 7, 1997, as amended March 17, 1998.
10. Axtell Expressions, dated December 16, 1997.
11. Leisure Adventures Sportswear, d/b/a/ LAS Athletic and LAS Creations of Colorado Springs, Colorado, dated 1995, and a memorandum dated April 20, 2000 on the termination of the license agreement..
12. Bob Siemon Designs, Inc., dated October 15, 1998.
13. Haddad Apparel Group, Ltd., as of September 1, 1999.
14. Hallmark Cards, Incorporated, as of January 1, 2000.
15. Mattel, Inc./Fisher-Price, Inc., dated January 1, 2000.
16. Revelations International, Inc.

17. Spring Industries, Inc., dated September 1, 1999.
18. Tommy Nelson, a division of Thomas Nelson, Inc., dated April 3, 1997, and a memorandum dated June 25, 2000 on the termination of the agreement with respect to the Veggiecational book series.
19. Creative Candies.
20. Family Bookstores.
21. Word Music, Inc., dated March 6, 2000 for License No. LI224303.
22. Word Music, Inc., dated December 20, 1999 for License No. LI211887.
23. Word Music, Inc., dated October 29, 1999, first revision dated December 20, 1999 and 2nd revision dated March 6, 2000 for License No. LI211893.

Schedule D
Copyrights

See the attached list of Copyrights.

TRADEMARK
REEL: 002913 FRAME: 0507

SUPPLEMENTAL SCHEDULE D

This Supplemental Schedule D amends and supplements Schedule D to the Collateral Assignment of Intellectual Property dated August 3, 2000, by Big Idea Productions, Inc., and LaSalle Bank National Association. The following Copyright Registrations are hereby added to Schedule D:

COPYRIGHTS

Title	Registration
Veggie Tales: Larry-Boy and The Rumor Weed	PA 988-134
Veggie Tales: King George and the Ducky	PA 1-002-628
Veggie Tales: Esther: The Girl Who Became Queen	PA 1-013-345
Veggie Tales: Lyle the Kindly Viking	PA 1-038-723
Veggie Tales: The Ultimate Silly Song Countdown	PA 1-065-435
3-2-1 Penguins: Trouble on Planet Wait-Your-Turn	PA 1-020-863
3-2-1 Penguins: the Cheating Scales of Bullamanka	PA 1-050-914
3-2-1 Penguins: The Amazing Carnival of Complaining	PA 1-086-079
Larryboy-The Cartoon Adventures: The Angry Eyebrows	PA 1-098-541
Veggie Tales: Josh and the Big Wall	PA 922-079
Jonah	PAu 2-603-993
Jonah	PA 1-127-930
Good Morning George	SR 186-652
Think of Me	SR 186-651
The New Improved Bunny Song	SR 186-646
Stand	SR 186-649
I Love My Lips	SR 186-655
The Pirates Who Don't Do Anything	SR 186-644
It's Laura's Fault	SR 186-653

Title	Registration
Promised Land	SR 279-253
Promised Land	SR 186-647
Keep Walking	SR 186-654
The Song of Cebu	SR 186-650
The Bunny Song	SR 279-255
Cordial Greetings From Alfred	SR 282-103
A Fib Falls And It's Laura's Fault	SR 278-942
The Search And It's Lenny's Fault	SR 278-943
The Fib Grows; The Water Tower	SR 280-435
Junior Tells The Truth	SR 278-939
Look Who's Here to Help!	SR 278-932
Bumblyburg Groove Remix	SR 278-941
Superhero Slim-Down Remix	SR 278-934
Thanks, But No Thanks	SR 282-104
Rumor Weed Intro	SR 278-936
The Seed Is Planted And The Rumor Spreads	SR 278-935
The Rumor Weed Song	SR 277-492
Larry-Boy To The Rescue	SR 278-933
The Sewer And town square	SR 278-937
The Confession And The Bloom	SR 278-940
It's The W's	SR 280-418
TA-TA	SR 278-938
Larry-Boy Theme Song	SR 280-417
A Very Veggie Christmas	SR 279-251

TRADEMARK
REEL: 002913 FRAME: 0509

Title	Registration
The Lord Has Given	SR 279-254
VeggieTunes (compilation)	SR 261-399
The Larry-Boy Soundtrack (compilation)	SR 288-275
A Queen, A King, and a Very Blueberry (compilation)	SR 282-758
Big Things Too	SR 186-645
A Very Veggie Christmas (Christmas Activity Book)	TX 5-156-303
The veggiecational book	TX 4-931-297
The Great Cheese Squeeze	VA 1-173-930
Even Fish Slappers Need A Second Chance	VA 1-166-967
Big Idea's Jonah – A Picture That! Sticker Book	VA 1-177-767
God Loves You Very Much	VA 1-177-766
Jonah: A Worm's Eye View	VA 1-177-768
Larryboy and the Sinister Snow Day	VA 1-177-761
Larryboy and the Yodelnapper	VA 1-177-760
BIG IDEA: Flibber-O-Loo Bible cover	VA 1-186-363
BIG IDEA: Jonah Bible cover	VA 1-186-362
Even fish slappers need a second change	VA 1-166-967
The Pirates Who Usually Don't Do Anything	VA 1-157-787
God Made You Special	VA 157-786

Big Idea Productions, Inc.

By: Mary Dicig

Mary Dicig, duly authorized agent of LaSalle Bank National Association, the duly authorized agent of Big Idea Productions, Inc.

LaSalle Bank National Association

By: Mary Dicig

Mary Dicig, its duly authorized agent

Dated: July 24, 2003

RECORDED: 02/24/2003

TRADEMARK
REEL: 002913 FRAME: 0510