



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

03-16-2004

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



To the Honorable Commissioner of Patents

102695357

original documents or copy thereof.

1. Name of conveying party(ies): 3.11.04 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: 12/22/2003

2. Name and address of receiving party(ies)

Name: Big Idea, Inc. Internal Address: do Classic Media, Inc. Street Address: 860 Broadway, 6th Fl. City: New York State: NY Zip: 10003

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State New York 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

B. Trademark Registration No.(s) See attached

Additional number(s) attached Yes No

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

Name: Sonja Keith, Esq. Internal Address: Classic Media, Inc. 860 Broadway 6th Floor

Street Address:

City: New York State: NY Zip: 10003

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41): \$ 740.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

502013

DO NOT USE THIS SPACE

9. Signature.

Sonja Keith Name of Person Signing

Sonja Keith Signature

3-5-04 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

03/15/2004 6TON11 00000060 502013 75874018

01 FC:0521 40.00 DA 02 FC:0522 700.00 DA

TRADEMARK REEL: 002927 FRAME: 0408

**Continuation of Item 4**

**Application No.**

75/874018  
76/432793  
75/799321  
76/199923  
76/429216  
76/374723  
75/846177  
76/307220  
76/246816  
76/493718

**Registration No.**

2656266  
2495242  
2529182  
2497418  
2487126  
2703175  
2701371  
2525653  
2710060  
2582601  
2299662  
2167848  
1869418  
1869419  
2467415  
2297844  
2527217  
2342506  
2386915

## ASSIGNMENT OF TRADEMARKS

This trademark assignment is made effective as of December 22, 2003 by Big Idea Productions, Inc., an Illinois corporation, debtor in possession under Case No. 03B35893 in the United States Bankruptcy Court for the Northern District of Illinois (“Assignor”), to Big Idea, Inc., a New York corporation (“Assignee”).

WHEREAS, Assignor entered into that certain Asset Purchase Agreement, dated August 28, 2003, with Classic Media, LLC (“APA”) for the acquisition of Assignor’s business;

WHEREAS, Classic Media, LLC assigned its rights and obligations under the APA to Assignee such that Assignee is now acquiring Assignor’s business and this Assignment is being executed in connection therewith; and

WHEREAS, Assignor is desirous of assigning to Assignee all of its right, title and interest throughout the world in, to and under all of the trademarks identified in the attached Schedule A (collectively referred to as the “Marks”),

WHEREAS, Assignee desires to acquire the entire interest of the Assignor in the Marks, and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto enter into this agreement as follows:

1. Assignment of Rights. Assignor assigns to Assignee, free and clear of all liens, claims, encumbrances and other interests, upon and subject to the terms and conditions of the APA and under an order of the U.S. Bankruptcy Court pursuant to Bankruptcy Code Section 363, all right, title and interest in and to the Marks, including without limitation all goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registration thereof, all records and files relating thereto, together with the right to sue and recover damages and bring other actions for future or past infringements thereof and for other causes of action relating thereto and to fully and entirely stand in the place of the Assignor in all matters related thereto.

2. General Provisions.

(a) Assignor represents and warrants to Assignee that it has not made any other assignment or pledge of the Marks or of any rights therein.

(b) In the event that any provision of this Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

(c) This Assignment shall be construed and enforced in accordance with the laws (other than the conflict of law rules) of the State of New York.

(d) The failure of either party to enforce any terms or provisions of this Assignment will not waive any rights under such terms and provisions.

(e) This Assignment shall bind and shall insure to the benefit of the respective parties and their assigns, transferees and successors.

3. Further Assurances.

At any time and from time to time after the Closing, at the request of the Assignee, and without further consideration, the Assignor will execute and deliver such other instruments of transfer, and provide testimony by affidavit or other appropriate means, and take such other action as the Assignee may reasonably request to transfer to the Assignee (or its designee), and to confirm the Assignee's (or its designee's, as the case may be) title to or interest in, the Marks, and consummate the other transactions contemplated hereby, at Assignor's expense. Without limiting the generality of the foregoing, if after the Closing any third party shall be found to possess any Marks of which the Assignee is entitled to ownership or possession by virtue of the transactions contemplated by this Agreement, the Assignor shall take all commercially reasonable steps to cause such Marks to be conveyed to the Assignee or its designees, at Assignor's expense.

IN WITNESS WHEREOF, this instrument has been executed this 22 day of December, 2003.

BIG IDEA PRODUCTIONS, INC.

By: [Signature]  
Name: Terry Pefanis  
Title: President

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

On this 22<sup>nd</sup> day of December, 2003, before me personally appeared Terry Pefanis, who acknowledged himself to be the President of Big Idea Productions, Inc., and that he, as such President, being authorized to do so, executed this instrument on behalf of such corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires: 7/12/05

(Affix stamp)



Schedule A

Trademark	Status	Country	Application No./Date	Publication No./Date	Registration No./Date
3-2-1 PENGUINS!	Published	USA	75/874018 12-17-99	9-11-01	
3-2-1 PENGUINS! (& Design)	Registered	USA	76/335883 11-07-01	4-30-02	2656266 12-3-02
3-2-1 PENGUINS! (& Design)	Published	USA	76/432793 7-22-02	5-6-03	
Art For The Sake Of Impact	Published	USA	75/799321 9-10-99	5-09-00	
Big Idea	Registered	USA	75/445887 3-6-98	7-17-01	2495242 10-9-01
Big Idea	Registered	USA	75/979413 3-6-98	10-23-01	2529182 1-15-02
Big Idea (& Design)	Registered	USA	75/445886 3-6-98	7-24-01	2497418 10-16-01
Big Idea (& Design)	Registered	USA	75/979439 3-6-98	6-19-01	2487126 9-11-01
Big Idea Books (& Design)	Registered	USA	76/334470 11-8-01	7-2-02	2703175 4-1-03
Big Idea Interactive	Published	USA	76/199923 1-25-01	2-19-02	
Big Idea Interactive	Registered	USA	76/975145 1-25-01	2-19-02	2701371 3-25-03
Big Idea Pictures	Published	USA	76/429216 7-11-02	2-18-03	
Big Idea's Jonah A Veggietales Movie (& Design)	Published	USA	76/374723 2-25-02	1-14-03	
Big Idea's Veggietales	Registered	USA	75/677515 4-8-99	10-17-00	2525653 1-1-02

Trademark	Status	Country	Application No./Date	Publication No./Date	Registration No./Date
Big Idea's Veggie Tales	Published	USA	75/846177 11-10-99	6-25-02	
Copyright – Veggie Tales – “God Wants Me To Forgive T”	Registered	USA	PA742156 1-3-95		PA742156 1-3-95
Copyright – Veggie Tales – “Where’s God When I’m Scared”	Registered	USA	PA742155 1-3-95		PA742156 1-3-95
Gruntly & Iggy	Published	USA	76/307220 8-30-01	3-19-02	
Larryboy	Published	USA	76/246816 4-26-01	1-22-02	
Larryboy	Pending	USA	76/493718 2-28-03		
Larryboy (& Design)	Registered	USA	76/335611 11-6-01	6-18-02	2710060 4-22-03
Sunday Morning Values, Saturday Morning Fun!	Registered	USA	75/519330 7-15-98	3-16-99	2582601 6-18-02
Sunday Morning Values, Saturday Morning Fun!	Registered	USA	75/519237 7-15-98		2299662 12-14-99
Veggie Tales	Registered	USA	74/612989 12-19-94		2167848 6-23-98
Veggie Tales	Registered	USA	74/492523 2-22-94		1869418 12-27-94
Veggie Tales (& Design)	Registered	USA	74/492524 2-22-94		1869419 12-27-94
Veggie Town Values	Registered	USA	75/895700 1-12-00	4-17-01	2467415 7-10-01
Veggie Tunes	Registered	USA	75/531815 8-6-98		2297844 12-7-99
Veggie Tunes	Registered	USA	76/173473 11-30-00	10-16-01	2527217 1-8-02

Trademark	Status	Country	Application No./Date	Publication No./Date	Registration No./Date
What's The Big Idea?	Registered	USA	75/534574 8-11-98		2342506 4-18-00
What's The Big Idea? (& Design)	Registered	USA	75/534573 8-11-98		2386915 9-19-00