

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

TeeVee Toons, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 10/18/04

2. Name and address of receiving party(ies)

D. B. Zwirn Special Opportunities Fund, L.P.

Name: _____
Internal Address: _____

Street Address: 745 Fifth Avenue, 18th Floor

City: New York State: NY Zip: 10151

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- 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) 78/327,318;
78/327,311; 78/327,325

B. Trademark Registration No.(s) 2,629,805;
1,881,220; 1,867,546; 1,792,470

Additional number(s) attached Yes No

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

Name: Francie R. Gorowitz, Esq.

Internal Address: O'MELVENY & MYERS LLP

Street Address: 400 South Hope Street

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: _____

7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0639

DO NOT USE THIS SPACE

9. Signature.

Francie R. Gorowitz, Esq.
Name of Person Signing



Signature

November 15, 2004
Date

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

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

CH \$190.00 500639 78327318

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, TeeVee Toons, Inc., a Delaware corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Loan Agreement dated as of October 18, 2004 (said Loan Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein without definition shall have the respective meanings given to those terms in the Loan Agreement) with the Lenders named therein (collectively, together with their respective successors and assigns party to the Loan Agreement from time to time, the "Lenders"), and D.B. Zwirn Special Opportunities Fund, L.P., a Delaware limited partnership, as Agent for Lenders (in such capacity, "Secured Party") pursuant to which Lenders have agreed to make Loans to Grantor, subject to the terms and conditions set forth in the Loan Agreement; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of October 18, 2004 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, Grantor names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of October 12, 2004.

TEEVEE TOONS, INC

By: 

Name: Steven Gottlieb

Title: President

[Grant of Trademark Security Interest - signature page]

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

U.S. Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration/Appl. Number</u>	<u>Registration Date</u>
TeeVee Toons, Inc.	Bender, Name	2629805	10/8/02
TeeVee Toons, Inc.	Blunt Recordings, Name	1881220	2/28/95
TeeVee Toons, Inc.	Ethno Techno, Name	1867546	12/13/94
TVT Records	TVT Records, Name and Logo	1794790	9/28/93
TeeVee Toons, Inc.	TEEVEE TOONS, Name	1792470	9/14/93
Wax Trax Records, Inc.	WAX TRAX, Name	1678347	3/10/92
TeeVee Toons, Inc.	Crunk Christmas, Name and Logo	Appl. No. 78/327,318	Filed 11/13/03
TeeVee Toons, Inc.	Crunk and Disorderly, Name and Logo	Appl. No. 78/327311	Filed 11/13/03
TeeVee Toons, Inc.	Crunk and Disorderly Christmas, Name and Logo	Appl. No. 78/327325	Filed 11/13/03

Foreign Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Wax Trax Records, Inc.	WAX TRAX! RECORDS, Name and Design	639898	