

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMAK Worldwide, Inc.		04/19/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Administrative Agent
Street Address:	333 South Hope Street
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	Unknown:

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2560004	CHAT BACK
Registration Number:	2637015	SNACK ATTACK
Serial Number:	78473634	E EQUITY MARKETING
Serial Number:	78473621	EMAK WORLDWIDE
Serial Number:	78474439	EQUITY MARKETING
Serial Number:	78474435	EQUITY MARKETING
Serial Number:	78473631	E EQUITY MARKETING
Serial Number:	78473618	EMAK WORLDWIDE
Serial Number:	78473617	EMAK WORLDWIDE
Serial Number:	78473615	EMAK WORLDWIDE
Serial Number:	78473684	POP ROCKET
Serial Number:	78473679	POP ROCKET
Serial Number:	78473627	POP ROCKET
Serial Number:	78473622	POP ROCKET

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Serial Number:	78473655	JOHNSON GROSSFIELD
Serial Number:	78473652	JOHNSON GROSSFIELD
Serial Number:	78473640	JOHNSON GROSSFIELD
Serial Number:	78473638	JOHNSON GROSSFIELD
Serial Number:	78473664	SCI PROMOTION
Serial Number:	78473659	SCI PROMOTION
Serial Number:	78473636	SCI PROMOTION
Serial Number:	78473635	SCI PROMOTION
Serial Number:	78473673	UPSHOT
Serial Number:	78473667	UPSHOT
Serial Number:	78473628	UPSHOT
Serial Number:	76380031	DRIVELINE

CORRESPONDENCE DATA

Fax Number: (213)430-6407

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: gdurham@omm.com

Correspondent Name: Gina M. Durham, Esq.

Address Line 1: 400 South Hope Street

Address Line 2: O'Melveny & Myers LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	04/20/2005

Total Attachments: 5

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GRANT OF TRADEMARK SECURITY INTEREST

This **GRANT OF TRADEMARK SECURITY INTEREST**, dated April ~~19~~, 2005 is delivered pursuant to and supplements the Security Agreement, dated April 24, 2001 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among **EMAK WORLDWIDE, INC.** (formerly EQUITY MARKETING, INC.), a Delaware corporation (“**Grantor**”), the other Grantors named therein, and **BANK OF AMERICA, N.A.**, as Secured Party. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

WHEREAS, 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 Credit Agreement dated as of April 24, 2001 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”) and Bank of America, N.A., as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more Swap Contracts (collectively, the “**Lender Swap Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, “**Rate Exchangers**”); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has agreed to assign for collateral purposes and grant to Secured Party a perfected security interest in, all of such Grantor’s right, title and interest in, and Secured Party has agreed to become a secured creditor with respect to, among other things, the Trademark Collateral;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby assigns for collateral purposes and 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 but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia,

tradenames, trade dress, corporate names, company 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 specifically identified in Schedule A) (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 (including, without limitation, the registrations and applications specifically identified in Schedule A) (the “**Trademark Registrations**”), 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 (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

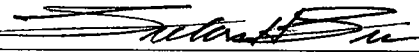
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss 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, 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.

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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 the 17 day of April, 2005.

EMAK WORLDWIDE, INC.

By: 
Name: LEETON H. LEE
Title: VP, BUSINESS & LEGAL AFFAIRS,
ASST. SECRETARY

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered Trademarks:

	<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
1.	EMAK Worldwide, Inc.	Chat Back	2560004	04/09/02
2.	EMAK Worldwide, Inc.	Snack Attack	2637015	10/15/02

Trademarks Pending:

	<u>Applicant</u>	<u>United States Trademark Description</u>	<u>Serial Number</u>	<u>Application Date</u>
1.	EMAK Worldwide, Inc.	E Equity Marketing	78473634	08/25/04
2.	EMAK Worldwide, Inc.	EMAK Worldwide	78473621	08/25/04
3.	EMAK Worldwide, Inc.	Equity Marketing	78474439	08/26/04
4.	EMAK Worldwide, Inc.	Equity Marketing	78474435	08/26/04
5.	EMAK Worldwide, Inc.	E Equity Marketing	78473631	08/25/04
6.	EMAK Worldwide, Inc.	EMAK Worldwide	78473618	08/25/04
7.	EMAK Worldwide, Inc.	EMAK Worldwide	78473617	08/25/04
8.	EMAK Worldwide, Inc.	EMAK Worldwide	78473615	08/25/04
9.	EMAK Worldwide, Inc.	Pop Rocket	78473684	08/25/04
10.	EMAK Worldwide, Inc.	Pop Rocket	78473679	08/25/04
11.	EMAK Worldwide, Inc.	Pop Rocket	78473627	08/25/04
12.	EMAK Worldwide, Inc.	Pop Rocket	78473622	08/25/04
13.	EMAK Worldwide, Inc.	Johnson Grossfield	78473655	08/25/04
14.	EMAK Worldwide, Inc.	Johnson Grossfield	78473652	08/25/04
15.	EMAK Worldwide, Inc.	Johnson Grossfield	78473640	08/25/04
16.	EMAK Worldwide, Inc.	Johnson Grossfield	78473638	08/25/04
17.	EMAK Worldwide, Inc.	SCI Promotion	78473664	08/25/04
18.	EMAK Worldwide, Inc.	SCI Promotion	78473659	08/25/04
19.	EMAK Worldwide, Inc.	SCI Promotion	78473636	08/25/04
20.	EMAK Worldwide, Inc.	SCI Promotion	78473635	08/25/04
21.	EMAK Worldwide, Inc.	Upshot	78473673	08/25/04

	<u>Applicant</u>	<u>United States Trademark Description</u>	<u>Serial Number</u>	<u>Application Date</u>
22.	EMAK Worldwide, Inc.	Upshot	78473667	08/25/04
23.	EMAK Worldwide, Inc.	Upshot	78473628	08/25/04
24.	EMAK Worldwide, Inc.	Driveline	76380031	03/08/02

SCHEDULE A-2

LA3:1092052.1

RECORDED: 04/20/2005

TRADEMARK
REEL: 003069 FRAME: 0763