

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goodman Rosen, as trustee in bankruptcy for the Cochran group of companies		03/09/2004	TRUSTEE: CANADA
RECEIVING PARTY DATA			
Name:	Classic Media, Inc.		
Street Address:	860 Broadway, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	75419518		
Serial Number:	75419519	THEODORE TUGBOAT	
Serial Number:	75419520	THEODORE TUGBOAT	
Serial Number:	75419521	THEODORE TUGBOAT	
CORRESPONDENCE DATA			
Fax Number:	(212)659-1958		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 659-1954		
Email:	sk@classicmedia.tv		
Correspondent Name:	Sonja Keith		
Address Line 1:	860 Broadway, 6th Floor		
Address Line 4:	New York, NEW YORK 10003		
NAME OF SUBMITTER:	Sonja Keith		

CH \$115.00 75419518

Signature:

/sonjakeith/

Date:

07/25/2005

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

This trademark assignment is made effective as of March 9, 2004 by Goodman Rosen Inc., the successor to Goodman Associates Incorporated (the "Receiver"), acting in its capacity as Court Appointed Receiver of the assets of Cochran Communications Incorporated (CCI), Cochran Entertainment Inc. (CEI), Cochran Entertainment International Inc. (CEII) and Theodore Productions (Cycle 5) Limited (TPV) (collectively the "Assignor"), to Classic Media, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor entered into that certain Rights Purchase Agreement, dated as of February 3, 2004 with Classic Media, Inc. ("CMI") for the acquisition of certain assets of the Assignor;

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 including the benefit of all Trademark Applications in respect of the trademarks all as 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:

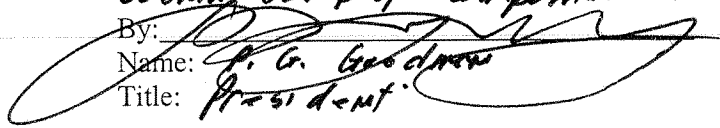
1. Assignment of Rights. Assignor assigns to Assignee all right, title and interest in and to the Marks, including without limitation all goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for 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 Province of Nova Scotia.
 - (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.
- (f) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

2. 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 Assignee'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.

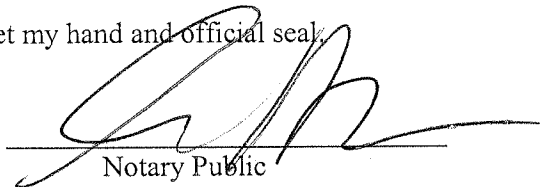
IN WITNESS WHEREOF, this instrument has been executed this 9th day of March, 2004.

GOODMAN ROSEN INC. *As Receiver For
Cochrane Group of Companies*
By: 
Name: *P. G. Goodman*
Title: *President*

STATE OF)
) SS:
COUNTY OF)

On this 9th day of March, 2004, before me personally appeared Paul Goodman who acknowledged him/herself to be the President of Goodman Rosen Inc., and that he/~~she~~, as such Paul Goodman, being authorized to do so, executed this instrument on behalf of such corporation.

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


Notary Public

My Commission Expires: _____

C.

(Affix stamp)

Schedule A

COCHRAN ENTERTAINMENT INCORPORATED

Trademarks in the United States of America

Theodore Tugboat Design	75/419,518
THEODORE TUGBOAT (Stylized)	75/419,519
THEODORE TUGBOAT	75/419,520
THEODORE TUGBOAT (& Design)	75/419,521