

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.		03/29/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	55 South Lake Avenue, Suite 900
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	Unknown:

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	2560004	CHAT BACK
Registration Number:	2637015	SNACK ATTACK
Registration Number:	2574310	SUSTAINABLE HEAT
Registration Number:	2377524	FLY PAPER
Registration Number:	2377523	FLY PAPER MEDIA IN MOTION
Registration Number:	2260733	WORLDWIDE PIN REGISTRY
Registration Number:	2270378	UPSHOT
Registration Number:	2274998	HEADLINERS IN THE CREASE
Registration Number:	2152432	TUB TINTS
Registration Number:	2066507	E
Serial Number:	78473634	E EQUITY MARKETING
Serial Number:	78473621	EMAK WORLDWIDE
Serial Number:	78474439	EQUITY MARKETING
Serial Number:	78474435	EQUITY MARKETING

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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
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:	78473630	UPSHOT
Serial Number:	78686120	LOGISTIX
Serial Number:	78686114	LOGISTIX

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:	03/30/2006

Total Attachments: 5

TRADEMARK
REEL: 003279 FRAME: 0276

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, EMAK WORLDWIDE, 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, EQUITY MARKETING, INC., a Delaware corporation (“**EMI**”), **SCI PROMOTION, INC.**, a Delaware corporation (“**SCI**”), **POP ROCKET, INC.**, a Delaware corporation (“**Pop Rocket**”), **LOGISTIX, INC.**, a Delaware corporation (“**Logistix**”), **UPSHOT, INC.**, a Delaware corporation (“**Upshot**”), **EMAK WORLDWIDE SERVICE CORP.**, a Delaware corporation (“**EMAK Worldwide**”), **CORINTHIAN MARKETING, INC.**, a Delaware corporation (“**Corinthian**”), **JOHNSON GROSSFIELD, INC.**, a Delaware corporation (“**Johnson**”) and **EQUITY MARKETING HONG KONG, LTD.**, a Delaware corporation (“**Equity Marketing**” and together with Grantor, EMI, SCI, Pop Rocket, Logistix, Upshot, EMAK Worldwide, Corinthian, Johnson, collectively referred to herein as “**Borrowers**”, and individually as a “**Borrower**”) have entered into a Loan and Security Agreement dated as of March 29, 2006 (said Loan and 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, being the “**Loan and Security Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Loan and Security Agreement from time to time, the “**Lenders**”), Bank of America N.A., as 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 Loan and Security Agreement, to extend certain credit facilities to Borrowers; and

WHEREAS, Lenders may from time to time provide, or may from time to time have provided, one or more Bank Products to one or more Borrowers or any of their respective Subsidiaries (in such capacity, collectively, “**Bank Product Providers**”) in accordance with the terms of the Loan Documents, and it is desired that the obligations of each Borrower under the Bank Products, including, without limitation, the obligation of such Borrower to make payments thereunder in the event of early termination thereof, together with all obligations of such Borrower under the Loan and Security Agreement and the other Loan Documents, be secured hereunder; and

WHEREAS, pursuant to the terms of a Loan and 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 Loan and Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Loan and 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 (including rights acquired pursuant to a license or otherwise, but only to the extent permitted by agreements governing such license or otherwise), 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, 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 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

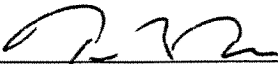
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss 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 Loan and 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 29th day of March, 2006.

EMAK WORLDWIDE, INC.

By: 
Name: Teresa L. Tormey
Title: Chief Administrative Officer and
General Counsel

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

Registered Trademarks:

No.	Registered Owner	Trademark Description	Registration Number	Registration Date
1.	EMAK Worldwide, Inc.	Chat Back	2560004	04/09/02
2.	EMAK Worldwide, Inc.	Snack Attack	2637015	10/15/02
3.	EMAK Worldwide, Inc.	Substantial Heat	2574310	05/28/02
4.	EMAK Worldwide, Inc.	Fly Paper	2377524	08/15/00
5.	EMAK Worldwide, Inc.	Fly Paper Media in Motion	2377523	08/15/00
6.	EMAK Worldwide, Inc.	Worldwide Pin Registry	2260733	07/13/99
7.	EMAK Worldwide, Inc.	Upshot	2270378	08/17/99
8.	EMAK Worldwide, Inc.	Headliners in the Crease	2274998	08/31/99
9.	EMAK Worldwide, Inc.	Tub Tints	2152432	04/21/98
10.	EMAK Worldwide, Inc.	E	2066507	06/03/97

Pending Trademarks:

No.	Applicant	Trademark Description	Serial Number	Application Date
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

No.	Applicant	Trademark Description	Serial Number	Application Date
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
22.	EMAK Worldwide, Inc.	Upshot	78473667	08/25/04
23.	EMAK Worldwide, Inc.	Upshot	78473628	08/25/04
24.	EMAK Worldwide, Inc.	Upshot	78473630	08/25/04
25.	EMAK Worldwide, Inc.	Logistix	78686120	08/04/05
26.	EMAK Worldwide, Inc.	Logistix	78686114	08/04/05