

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Johnson Grossfield, Inc.		03/29/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Agent		
<b>Street Address:</b>	55 South Lake Avenue, Suite 900		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	Unknown:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2608140	KIDSUMER MARKETING	
Registration Number:	2271057	SUPERMARKET STARS	
Registration Number:	1987546	UNLOCK THE POWER OF YOUR COMMUNICATIONS	
Registration Number:	1987517		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	gdurham@omm.com		
<b>Correspondent Name:</b>	Gina M. Durham, Esq.		
<b>Address Line 1:</b>	400 South Hope Street		
<b>Address Line 2:</b>	O'Melveny & Myers LLP		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>NAME OF SUBMITTER:</b>	Gina M. Durham		
<b>Signature:</b>	/Gina M. Durham/		

CH \$115.00 2608140

Date:

03/30/2006

**Total Attachments: 4**

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## GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, JOHNSON GROSSFIELD, 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, EMAK WORLDWIDE, INC., a Delaware corporation (“EMAK”), 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”), and EQUITY MARKETING HONG KONG, LTD., a Delaware corporation (“Equity Marketing” and together with Grantor, EMAK, EMI, SCI, Pop Rocket, Logistix, Upshot, EMAK Worldwide and Corinthian, 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

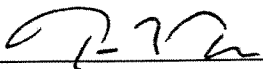
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss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

**JOHNSON GROSSFIELD, INC.**

By:   
Name: Teresa L. Tormey  
Title: Executive Vice President,  
General Counsel and Secretary

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

**Registered Trademarks:**

<b>No.</b>	<b>Registered Owner</b>	<b>Trademark Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
1.	Johnson Grossfield, Inc.	Kidsumer Marketing	2608140	08/13/02
2.	Johnson Grossfield, Inc.	Supermarket Stars	2271057	08/17/99
3.	Johnson Grossfield, Inc.	Unlock the Power of Your Communications	1987546	07/16/96
4.	Johnson Grossfield, Inc.	Design	1987517	07/16/96