

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE JIM HENSON DOMPANY, INC.		12/08/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	9777 Wilshire Boulevard, 4th Floor		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212-9762		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1814144	JIM HENSON	
Registration Number:	1934928	JIM HENSON	
Registration Number:	2520515	FARSCAPE	
Registration Number:	2702861	FARSCAPE	
CORRESPONDENCE DATA			
Fax Number:	(213)630-5728		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-891-5011		
Email:	jhawke@buchalter.com		
Correspondent Name:	Jody Hawke		
Address Line 1:	1000 Wilshire Boulevard, Suite 1500		
Address Line 4:	Los Angeles, CALIFORNIA 50017-2457		
ATTORNEY DOCKET NUMBER:	C5729-0052		
NAME OF SUBMITTER:	Jody Hawke		

CH \$115.00 1814144

Signature:	/Jody Hawke/
Date:	12/26/2006
Total Attachments: 7 source=comerica-henson-tm#page1.tif source=comerica-henson-tm#page2.tif source=comerica-henson-tm#page3.tif source=comerica-henson-tm#page4.tif source=comerica-henson-tm#page5.tif source=comerica-henson-tm#page6.tif source=comerica-henson-tm#page7.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is being entered into as of December 8, 2006, by and between The Jim Henson Company, Inc., a New York corporation (the "Grantor"), and Comerica Bank, a Michigan banking corporation ("Grantee").

RECITALS

This Agreement is being entered into in reference to the following facts:

(A) The Grantor now owns or holds and may hereafter adopt, acquire or hold certain registrations and applications for trademarks, service marks, trade names and service names filed in the United States Patent and Trademark Office in classes 9 and 41 and relating to the made-for-television series *Farscape* and the name *Jim Henson*, including, without limitation, those listed on Schedule 1 annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired.

(B) Pursuant to a Revolving Loan and Security Agreement (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Loan Agreement), between the Grantor as borrower thereunder and the Grantee, as lender, the Grantee has agreed to make loans to the Grantor.

(C) Pursuant to the terms of the Loan Agreement and to the extent provided therein, the Grantor has granted to the Grantee a security interest in all right, title, and interest of the Grantor in and to the Collateral, including, without limitation, the Trademarks to secure the payment and performance of the Obligations.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Loan Agreement, the parties hereto hereby agree as follows.

AGREEMENT

1.1 Grant of Security Interest. The Grantor hereby confirms the grant to the Grantee as security for the Obligations, of a continuing security interest in all of the Trademarks, and the goodwill associated therewith, and all rights to renew or extend the Trademarks and all rights, interests, claims, and demands recoverable in law or equity, that the Grantor has or may have in profits and damages for past, present and future infringements thereof, including, without limitation, the right to compromise, sue for and collect such profits and damages.

1.2 Updated Schedules. The Grantor shall duly and promptly executed and delivered, at the cost and expense of the Grantor, such further instruments or documents (in form and substance reasonably satisfactory to the Grantee), and promptly perform, or cause to be promptly performed, any and all acts, in all cases, as may be reasonably necessary, proper or

advisable from time to time, in the reasonable judgment of the Grantee, to carry out the provisions and purposes of this Agreement, and to provide, perfect and preserve the Liens of the Grantee granted pursuant to the Loan Agreement, this eement, and the other Loan Documents in the Trademarks or any portion thereof.

1.3 Subject to Loan Agreement. The security interest granted hereunder is granted in conjunction with the security interests granted to the Grantee pursuant to the Loan Agreement. The rights and remedies of the Grantee with respect to the security interest made and granted hereby are subject to the terms of the Loan Agreement, which are incorporated by reference herein as if fully set forth herein.

1.4 Security Only. This Agreement is made for collateral purposes only. When the Grantee's commitment to lend under the Loan Agreement has terminated and all the Obligations have been paid and performed in full, all Collateral shall be automatically released from the Liens created by the Loan Agreement, and the Loan Agreement and all Obligations thereunder (other than those expressly stated to survive such termination) shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights in and to the Collateral shall revert to the Grantor.

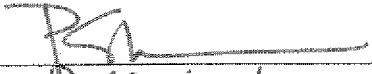
1.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

1.6 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the United States with respect to trademark issues and in all other respects, by the laws of the State of California, without reference to its conflict or choice of law principles.

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be duly executed as of day and year first written above.

“MORTGAGOR”
The Jim Henson Company, Inc.

Agreed and Accepted.
“MORTGAGEE”
Comerica Bank

By 
Its President

By _____
Bryan LaCour,
Vice President-Entertainment

STATE OF California
 Los : ss.:
COUNTY OF Angels

On this the 11th day of December 2006, before me, M Lamore,
the undersigned Notary Public, personally appeared
Peter Schube, personally known to me, proved to
me on the basis of satisfactory evidence, to be the President of The Jim
Henson Company, Inc. who executed the foregoing instrument on behalf of the company and
acknowledged that such company executed it pursuant to a resolution of its Board.

WITNESS my hand and official seal.

M.
Notary Public



Notary


Trademark Security Agreement

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be duly executed as of day and year first written above.

“MORTGAGOR”
The Jim Henson Company, Inc.

Agreed and Accepted.
“MORTGAGEE”
Comerica Bank

By _____
Its _____

By  _____
Bryan LaCour,
Vice President-Entertainment

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

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TRADEMARK
REEL: 003450 FRAME: 0588

THE JIM HENSON COMPANY - SCHEDULE 6.11 - TRADEMARKS

Country	Trademark	Appl. No. Date	Reg. No. Date	Maint. Date	Cls.	Goods / Services	Stat.
United States	JIM HENSON	74/371,879 3/25/93	1,814,144 12/28/93	12/28/13	41	Class 41: entertainment services; namely, production of audio recordings, motion picture films, television programs and video tapes	Registered
United States	JIM HENSON (Stylized)	74/535,513 6/6/94	1,934,926 11/14/95	11/14/15	9	Class 9: sound recordings featuring entertainment in the form of music, soundtracks from feature films and narratives; prerecorded videos featuring entertainment in the form of puppetry, music, animation, and feature films	Registered
United States	FARSCAPE	75/481,530 5/6/98	2,820,515 12/18/01	12/18/11	9, 41	Class 9: video recordings featuring entertainment in the nature of science fiction programs; Class 41: entertainment services, namely, a series of science fiction television programs	Registered
United States	FARSCAPE	75/816,356 10/5/99	2,702,861 4/1/03	04/01/13	9, 41	Class 9: interactive video game programs; video game discs; video game software; screen savers; Class 41: providing a website with audio and visual information from a space adventure television program; providing a website on global computer networks featuring entertainment information on segments, characters, space ships and histories relating to a television program	Registered