

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
Latibaer ehf.		12/15/2006	Iceland State Reg. No. 680896-2169: ICELAND

RECEIVING PARTY DATA

Name:	Glitnir banki hf.
Street Address:	Kirkjusandur 2
City:	Reykjavik
State/Country:	ICELAND
Entity Type:	Iceland State Reg. No. 550500-3530: ICELAND

PROPERTY NUMBERS Total: 75

Property Type	Number	Word Mark
Serial Number:	78719279	ROBBIE ROTTEN
Serial Number:	78719276	ROBBIE ROTTEN
Serial Number:	78719265	ROBBIE ROTTEN
Serial Number:	78719229	ROBBIE ROTTEN
Serial Number:	78977135	LAZY TOWN
Serial Number:	78977103	S 10
Serial Number:	78977102	S 10
Serial Number:	78977038	S 10
Serial Number:	78976720	SPORTACUS
Serial Number:	78976713	LAZYTOWN
Serial Number:	78394799	LAZY TOWN
Serial Number:	78394798	LAZY TOWN
Serial Number:	78394790	LAZY TOWN
Serial Number:	78394780	LAZY TOWN

OP \$1890.00 78719279

Serial Number:	78394777	LAZY TOWN
Serial Number:	78394803	LAZY TOWN
Serial Number:	78406250	S 10
Serial Number:	78406253	S 10
Serial Number:	78405857	S 10
Serial Number:	78406289	10 S
Serial Number:	78406287	10 S
Serial Number:	78406282	10 S
Serial Number:	78406277	10 S
Serial Number:	78406273	10 S
Serial Number:	78406268	10 S
Serial Number:	78406264	10 S
Serial Number:	78406258	10 S
Serial Number:	78405851	S 10
Serial Number:	78394794	LAZY TOWN
Serial Number:	78394788	LAZY TOWN
Serial Number:	78394770	LAZY TOWN
Serial Number:	78394763	LAZY TOWN
Serial Number:	78394759	LAZY TOWN
Serial Number:	78394756	LAZY TOWN
Serial Number:	78394753	LAZY TOWN
Serial Number:	78394750	LAZY TOWN
Serial Number:	78394691	LAZY TOWN
Serial Number:	78379223	LAZYTOWN
Serial Number:	78379219	LAZYTOWN
Serial Number:	78358101	SPORTACUS
Serial Number:	78357674	SPORTACUS
Serial Number:	78357668	SPORTACUS
Serial Number:	78357667	SPORTACUS
Serial Number:	78357664	SPORTACUS
Serial Number:	78357662	SPORTACUS
Serial Number:	78357661	SPORTACUS
Serial Number:	78357657	SPORTACUS
Serial Number:	78357656	SPORTACUS
Serial Number:	78357655	SPORTACUS

Serial Number:	78357653	SPORTACUS
Serial Number:	78357651	SPORTACUS
Serial Number:	78357646	SPORTACUS
Serial Number:	78357644	SPORTACUS
Serial Number:	78357639	SPORTACUS
Serial Number:	78357633	LAZYTOWN
Serial Number:	78357630	LAZYTOWN
Serial Number:	78357627	LAZYTOWN
Serial Number:	78357623	LAZYTOWN
Serial Number:	78357621	LAZYTOWN
Serial Number:	78357617	LAZYTOWN
Serial Number:	78357615	LAZYTOWN
Serial Number:	78357609	LAZYTOWN
Serial Number:	78357604	LAZYTOWN
Serial Number:	78357602	LAZYTOWN
Serial Number:	78357593	LAZYTOWN
Serial Number:	78357592	LAZYTOWN
Serial Number:	78357590	LAZYTOWN
Serial Number:	78394755	LAZY TOWN
Serial Number:	78394754	LAZY TOWN
Serial Number:	78357588	LAZYTOWN
Serial Number:	76011522	LAZYTOWN
Serial Number:	76011521	LAZYTOWN
Serial Number:	76011357	LAZYTOWN
Serial Number:	76011356	LAZYTOWN
Serial Number:	78357598	LAZYTOWN

CORRESPONDENCE DATA

Fax Number: (513)977-8141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 513-977-8683
Email: clare.iery@dinslaw.com
Correspondent Name: Clare M. Iery
Address Line 1: 255 E. 5th Street
Address Line 2: 1900 Chemed Center
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:

37214-1

DOMESTIC REPRESENTATIVE

Name: Clare M. Iery
Address Line 1: 255 E. 5th Street
Address Line 2: 1900 Chemed Center
Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:

Clare M. Iery

Signature:

/cmi/

Date:

01/26/2007

Total Attachments: 23

source=General Bond#page1.tif
source=General Bond#page2.tif
source=General Bond#page3.tif
source=General Bond#page4.tif
source=General Bond#page5.tif
source=General Bond#page6.tif
source=General Bond#page7.tif
source=General Bond#page8.tif
source=General Bond#page9.tif
source=General Bond#page10.tif
source=General Bond#page11.tif
source=General Bond#page12.tif
source=General Bond#page13.tif
source=General Bond#page14.tif
source=General Bond#page15.tif
source=General Bond#page16.tif
source=General Bond#page17.tif
source=General Bond#page18.tif
source=General Bond#page19.tif
source=General Bond#page20.tif
source=General Bond#page21.tif
source=General Bond#page22.tif
source=General Bond#page23.tif



GENERAL BOND

THE UNDERSIGNED DEBTOR:

Latibær ehf.
State Reg. No. 680896-2169
Miðhraun 4
210 Garðabær
Iceland

MAKES KNOWN: As surety for the prompt and full payment of all our debts and financial obligations, and/or debts and financial obligations of any subsequently designated party, now or later, to Glitnir banki hf., State Reg. No. 550500-3530, at Kirkjusandur 2, Reykjavík, Iceland (hereinafter Glitnir or mortgagee) or to parties designated by Glitnir, in any form or currency that the obligations are or may be denominated at any time, at the discretion of Glitnir, and whether in the form of principal, interest, price-level adjustments, translation differences, penalty interest, collection costs or other costs of any kind whatsoever, in the total amount of USD 10,000,000 (ten million US dollars), or the equivalent of that amount at any time in any other foreign currencies or currency units posted on Glitnir's currency table, or in Icelandic krónur, in addition to penalty interest and any collection costs, the following assets are hereby mortgaged to **GLITNIR**:

I. (i) As collateral by a first rank mortgage the following registered trade marks at the Icelandic Patent Office:

1. The trade mark (word mark) "LATIBÆR". Reg. No. 1249/1999 in the Trade Mark Register. Filing date 26.11.1999. The registration covers product classes 25, 28, 41 and 42. Owner, Magnús Scheving, Id. No. 101164-3659, Lindarbraut 19, 170 Seltjarnarnes. Licence dated 18 January 18 Jan. 2006 to Latibær.
2. The trade mark (word mark) "LAZYTOWN". Reg. No. 1250/1999 in the Trade Mark Register. Filing date 26.11.1999.
The registration covers product classes 25, 28, 41 and 42. Owner, Magnús Scheving, Id. No. 101164-3659, Lindarbraut 19, 170 Seltjarnarnes. Licence dated 18 January 18 Jan. 2006 granted by Magnús Scheving to Latibær.
3. The trade mark (figurative mark) "LAZYTOWN". Reg. No. 675/2004 in the Trade Mark Register. Filing date 06.09.04. Registration number (Icel.): ISMP-0102. The

MHS EG

registration covers product classes 3, 9, 12, 14, 16, 18, 20, 21, 24, 25, 28, 29, 30, 31, 32, 41, 43 and 44 and figurative classes 01.15.23; 26.11.12 and 27.05.02. Owner Latibær ehf.

4. The trade mark (word mark) "SPORTACUS". Reg. No. 1248/1999 in the Trade Mark Register. Filing date 26.11.1999. The registration covers product classes 25, 28, 41 and 42.
5. The trade mark (word mark) "SPORTACUS". Reg. No. 676/2004 in the Trade Mark Register. Filing date 06.09.04. Reg. No. (Icel.): ISMP-0103. The registration covers product classes 3, 9, 12, 14, 16, 18, 20, 21, 24, 25, 28, 29, 30, 31, 32, 41, 43, and 44. Owner Latibær ehf.
6. The trade mark (figurative mark) "10 S". Reg. No. 674/2004 in the Trade Mark Register. Filing date 06.09.04. Reg. No. (Icel.): ISMP-0101. The registration covers product classes 3, 9, 12, 14, 16, 18, 20, 21, 24, 25, 28, 29, 30, 31, 32, 41, 43, and 44 and figure classes 26.01.17; 26.01.18; 26.01.24; 27.07.17.
7. The trade mark (figurative mark) "SPORTACUS". Reg. No. 907/2005 in the Trade Mark Register. Filing date 03.10.05. Reg. No. (Icel.): ISMP-0140. The registration covers product classes 9, 16, 25 and 28 and figure classes 02.0108; 27.05.03; 27.05.08; 7.05.11.
8. The trade mark (figurative mark) "STEPHANIE". Reg. No. 908/2005 in the Trade Mark Register. Filing date 03.10.05. Registration number (Icel.): ISMP-0141. The registration covers product classes 9, 16, 25 and 28 and figure classes 02.05.03; 02.05.08; 27.05.02 and 27.05.07. Owner Latibær ehf.
9. The trade mark (word mark) "ROBBIE ROTTEN". Reg. No. 910/2005 in the Trade Mark Register. Filing date 03.10.05. Reg. No. (Icel.): ISMP-0138. The registration covers product classes 9, 16, 25 and 28. Owner Latibær ehf.
10. The trade mark (figurative mark) "ROBBIE ROTTEN". Reg. No. 909/2005 in the Trade Mark Register. Filing date of the mark was 03.10.05. Reg. No. (Icel.): ISMP-0139. The registration covers product classes 9, 16, 25 and 28 and figure classes 02.01.05; 02.01.08; 27.05.02 and 27.05.07. Owner Latibær ehf.

The mortgagor undertakes to renew the registration of the trade marks within ten years of the filing date and ensure that the marks are not stricken from the Trade Mark Register, cf. Article 27 of the Icelandic Trade Mark Act No. 45/1997.

Handwritten initials and numbers:
AS 2 EG

I. (ii) As collateral by a first rank mortgage, the following **registered trade marks** in Canada pursuant to the following filings with the Canadian Intellectual Property Office:

1) The trade mark (word mark) "**ROBBIE ROTTEN**". Application No. 1275527 relating to filings for products corresponding to the product classes (according to the Madrid Protocol) 9, 16, 25 and 28.

2) The trade mark (figurative mark) **10 & Figure (shield)**. Application No. relating to filings for products corresponding to the product classes 3, 9, 12, 14, 16, 18, 20, 21 24, 25, 28 29, 30, 31, 32, 41, 43 and 44. Classes according to the Vienna Classification System: 24.1.5, 24.1.25, 28.1.2, 26.1.17, 26.1.24, 27.7.1, 27.7.2, and 27.7.17.

3) The trade mark (word and figurative mark) **LAZYTOWN & Design**. Application No. 1212488. The application covers classes 26.2.1, 27.5.1, 27.5.2, and 27.5.17 in the Vienna classification system and products pertaining to product classes 3, 9, 12, 14, 16, 18, 20, 21 24, 25, 28 29, 30, 31, 32, 41, 43 and 44 according to the Madrid Protocol.

The trade mark (word mark) **LAZYTOWN**. Application No. 1206792. The application covers classes 26.2.1, 27.5.1, 27.5.2, and 27.5.17 pursuant to the Vienna classification system and products pertaining to product classes 3, 9, 12, 14, 16, 18, 20, 21 24, 25, 28 29, 30, 31, 32, 41, 43 and 44 according to the Madrid Protocol.

5) The trade mark (word mark) "**SPORTACUS**". Application No. 1206525. The application covers products and services pertaining to trade mark classes 3, 9, 12, 14, 16, 18, 20, 21 24, 25, 28 29, 30, 31, 32, 41, 43 and 44.

I. (iii) As collateral by a first rank mortgage, the rights of the mortgagor/issuer pursuant to the following Community Trade Mark filings at the Office for Harmonization of the Internal Market (OHIM). The filings are the following:

1) "**Robbie Rotten**": Trade mark Nos. (CTM): 004729158 and 004623575.

2) "**Stephanie**": Trade mark Nos. (CTM): 004792141, 004623575.

3) "**Sportacus**": Trade mark Nos. (CTM): 004729133 and 003894144.

4) "**10**" Trade mark No. (CTM): 003894136.

5) "**LAZYTOWN**": Trade mark Nos. (CTM): 003894102, 003893583 and 002188852.

I. (iv) As collateral by a first rank mortgage, the trade mark rights of Latibær as filed with the World Intellectual Property Organization (WIPO). The filings are the following:

1) "**Stephanie**": International Reg. No. 878679. Registered TM: ISMP0141.

2) "**SPORTACUS**": International Reg. Nos. 866822 and 883410., IS: 1346. Reg. TMs: ISMP0140

AS M
3 B6

3) "ROBBIE ROTTEN": Reg. No. IS:2447, IS:2446. Registered TMs ISMP0139, ISMP0138

4) "LAZY TOWN": International Reg. Nos. 883411 and 866799. IS: 1347. IS:6752004

I. (v) As collateral, the trade mark rights of the mortgagor/issuer in the United States pursuant to the following applications and/or filings at the *United States Patent and Trademark Office*:

	Serial Number	Reg. Number	Word Mark		Serial Number	Reg. Number	Word Mark
1	78719279		ROBBIE ROTTEN		37	78394753	LAZY TOWN
2	78719276		ROBBIE ROTTEN		38	78394750	LAZY TOWN
3	78719265		ROBBIE ROTTEN		39	78394691	LAZY TOWN
4	78719229		ROBBIE ROTTEN		40	78379223	LAZYTOWN
5	78977135		LAZY TOWN		41	78379219	LAZYTOWN
6	78977103		S 10		42	78358101	SPORTACUS
7	78977102		S 10		43	78357674	SPORTACUS
8	78977038		S 10		44	78357668	SPORTACUS
9	73976720		SPORTACUS		45	78357667	SPORTACUS
10	78976713	3083899	LAZYTOWN		46	78357664	SPORTACUS
11	78394799		LAZY TOWN		47	78357662	SPORTACUS
12	78394798		LAZY TOWN		48	78357661	SPORTACUS
13	78394790		LAZY TOWN		49	78357657	SPORTACUS
14	78394780		LAZY TOWN		50	78357656	SPORTACUS
15	78394777		LAZY TOWN		51	78357655	SPORTACUS
16	78394803		LAZY TOWN		52	78357653	SPORTACUS
17	78406250		S 10		53	78357651	SPORTACUS
18	78406253		S 10		54	78357646	SPORTACUS
19	78405857		S 10		55	78357644	SPORTACUS
20	78406289		10 S		56	78357639	SPORTACUS
21	78406287		10 S		57	78357633	LAZYTOWN
22	78406282		10 S		58	78357630	LAZYTOWN
23	78406277		10 S		59	78357627	LAZYTOWN
24	78406273		10 S		60	78357623	LAZYTOWN
25	78406268		10 S		61	78357621	LAZYTOWN
26	78406264		10 S		62	78357617	LAZYTOWN
27	78406258		10 S		63	78357615	LAZYTOWN
28	78405851		S 10		64	78357609	LAZYTOWN
29	78394794		LAZY TOWN		65	78357604	LAZYTOWN
30	78394788		LAZY TOWN		66	78357602	LAZYTOWN
31	78394770		LAZY TOWN		67	78357598	LAZYTOWN
32	78394763		LAZY TOWN		68	78357593	LAZYTOWN
33	78394759		LAZY TOWN		69	78357592	LAZYTOWN
34	78394756		LAZY TOWN		70	78357590	LAZYTOWN

Handwritten initials and numbers: "MS 4 B6" with a scribble above.

35	78394755		LAZY TOWN	71	78357588		LAZYTOWN
36	78394754		LAZY TOWN	72	76011522		LAZYTOWN
				73	76011521		LAZYTOWN
				74	76011357		LAZYTOWN
				75	76011356		LAZYTOWN

I. (v) (b) as collateral, subject to Paramount Pictures' rights under that certain Intercreditor Agreement between Paramount Pictures, Glitnir and Lazytown, the following intellectual property rights registered with the United States Copyright Office:

1.

Mark	Application No.	Application Date
1.1. Photograph of Ziggy (reg. as 3-D Sculptural Work)	VAu658-962	6/9/2004
1.2. Photograph of Stingy (reg. as 3-D Sculptural Work)	VAu658-958	6/9/2004
1.3. Photograph of Trixie (reg. as 3-D Sculptural Work)	VAu658-963	6/9/2004
1.4. Photograph of Pixel (reg. as 3-D Sculptural Work)	VAu658-959	6/9/2004
1.5. Photograph of Bessie (reg. as 3-D Sculptural Work)	VAu658-966	6/9/2004
1.6. Photograph of Mayor (reg. as 3-D Sculptural Work)	VAu658-961	6/9/2004
1.7. Drawing of Stephanie (reg. as 2-D drawing)	VAu658-964	6/9/2004
1.8. Drawing of Sportacus (reg. as 2-D drawing)	VAu658-965	6/9/2004
1.9. Drawing of Robbie Rotten (reg. as 2-D drawing)	VAu658-960	6/9/2004

2. Registered copyright of 10 scripts

Mark	Application No.	Application Date
2.1. LazyTown: "Sports Day"	PAu2-878-782	12/8/2004
2.2. LazyTown: "Defeated"	PAu2-878-781	12/8/2004
2.3. LazyTown: "Sleepless in LazyTown"	PAu2-878-784	12/8/2004
2.4. LazyTown: "Happy Brush Day"	PAu2-878-785	12/8/2004
2.5. LazyTown: "Swiped Sweets"	PAu2-887-203	12/8/2004
2.6. LazyTown: "Sportafake"	PAu2-878-786	12/8/2004
2.7. LazyTown: "Welcome to LazyTown"	PAu2-878-780	12/8/2004
2.8. LazyTown: "Crystal Paper"	PAu2-878-787	12/8/2004
2.9. LazyTown: "Lazy Scouts"	PAu2-878-788	12/8/2004
2.10. LazyTown: "Hero for a Day"	PAu2-878-783	12/8/2004

3. Registered copyright of 31 episodes

Mark	Application Date
3.1. LazyTown - Episode 102 "Sports Day"	28/2/2006
3.2. LazyTown - Episode 103 "Defeated"	28/2/2006
3.3. LazyTown - Episode 104 "Lazy Scouts"	28/2/2006
3.4. LazyTown - Episode 105 "Great Crystal Paper"	28/2/2006

Handwritten initials and numbers:
 AS 5 EG

3.5. LazyTown – Episode 106 "Welcome to Lazytown"	28/2/2006
3.6. LazyTown – Episode 107 " Zap It!"	28/2/2006
3.7. LazyTown – Episode 108 "Sportafake"	28/2/2006
3.8. LazyTown – Episode 109 "Swiped Sweets"	28/2/2006
3.9. LazyTown – Episode 110 " Happy Brush Day"	28/2/2006
3.10. LazyTown – Episode 111 "Sleepless in Lazytown"	28/2/2006
3.11. LazyTown – Episode 112 "Hero for a Day"	28/2/2006
3.12. LazyTown – Episode 113 "My Treehouse"	28/2/2006
3.13. LazyTown – Episode 114 "Soccer Sucker"	28/2/2006
3.14. LazyTown – Episode 115 "Cry Dinosaur"	28/2/2006
3.15. LazyTown – Episode 116 "Dr. Rottenstein"	28/2/2006
3.16. LazyTown – Episode 117 "Pixelpix.com"	28/2/2006
3.17. LazyTown – Episode 118 "Dear Diary"	28/2/2006
3.18. LazyTown – Episode 119 "Rottenbeard"	28/2/2006
3.19. LazyTown – Episode 120/124 "Lazytown's New Superhero"	28/2/2006
3.20. LazyTown – Episode 121 "Remote Control"	28/2/2006
3.21. LazyTown – Episode 122 "Laziest Town"	28/2/2006
3.22. LazyTown – Episode 123 "Sportacus Who?"	28/2/2006
3.23. LazyTown – Episode 125 "Surprise Santa"	28/2/2006
3.24. LazyTown – Episode 126 "Secret Agent Zero"	28/2/2006
3.25. LazyTown – Episode 127 "Miss Roberta"	28/2/2006
3.26. LazyTown – Episode 128 "LazyTown Greatest Hits"	28/2/2006
3.27. LazyTown – Episode 129 "Play Day"	28/2/2006
3.28. LazyTown – Episode 130 "Ziggy's Alien"	28/2/2006
3.29. LazyTown – Episode 131 "Record's Day"	28/2/2006
3.30. LazyTown – Episode 132 "Prince Stingy"	28/2/2006
3.31. LazyTown – Episode 133 "Robbie's Greatest Misses"	28/2/2006

4. Registered copyright of Style Guide

Mark	Application Date
4.1. LazyTown Style Guide	1/3/2006

5. Notices of publication 24 May 2006

Mark	Class	Serial No.	Publication Date	Opposition Deadline
5.1. ROBBIE ROTTEN (standard character)	28	78719279	13/06/2006	13/07/2006
5.2. ROBBIE ROTTEN (standard character)	25	78719276	13/06/2006	13/07/2006
5.3. ROBBIE ROTTEN (standard character)	9	78719229	13/06/2006	13/07/2006
5.4. ROBBIE ROTTEN (standard character)	16	78719265	13/06/2006	13/07/2006

All the above mortgages of intellectual property, copyrights, registered trade marks and trade mark rights of the mortgagor/issuer extend to all rights which the issuer and/or Magnús Scheving may possess to the trade marks, both property rights and licence rights.

The issuer/mortgagor has advised Glitnir that the mortgage of intellectual property rights in Canada and the USA with first priority rights are subject to the consent of Paramount Pictures Corporation, but a so-called Intercreditor Agreement is being set up between Paramount Pictures Corporation and Glitnir. Furthermore, a written consent from Nick UK

Handwritten initials: HB, M, E6, and the number 6.

is awaited in connection with this General Bond. Apart from this the issuer/mortgagor is not aware of any other encumbrances on the mortgaged property.

The mortgagee is required at all times to ensure compliance with all security measures required in connection with the mortgaged property in accordance with current legislation and regulations in any country where the mortgaged rights apply, as well as the provisions of international agreements providing for specific security measures.

The mortgagor shall take responsibility for the maintenance of the mortgaged rights and ensure, to the extent possible, that their value is not substantially reduced. This undertaking includes the obligation of the mortgagor to renew applications for registration and/or renewal of rights pursuant to earlier trade mark registrations, in any case pursuant to the laws and rules of the country in question or the provisions of any relevant international agreement.

Trade marks undergoing registration process: The issuer undertakes to pledge to Glitnir any other trade marks for which he may later obtain registration and legal protection, both in Iceland and abroad, and ensure that the mortgage is specified in the relevant trade mark registers. The issuer undertakes to inform Glitnir of recently registered trade marks, execute mortgage agreements on such trade marks at the request of Glitnir, and to submit certification that the mortgage has been entered in the relevant trade mark registers.

II. As collateral with a first-rank mortgage the following works (the mortgage extends to all rights owned by the issuer and/or Magnús Scheving to the works below, which can legally be assigned, including direct ownership rights and licence rights)

a) The following cartoon characters, as depicted in the attached drawings:

- Trixy Troubleby
- Ziggie Zweets
- Jives Junkfood
- Mayor Meanswell
- PC Hyperbyte
- Robbie Rotten
- Stingy Spoilero
- Stiffanie
- Bessy Busybody
- Officer Obtuse
- Romeo the Rooster
- Sportacus

b) The following stories/scripts and television episodes bearing the same title and attached hereto:

- LazyTown: Sports Day
- LazyTown: Defeeted
- LazyTown: Sleepless in LazyTown

MS 7 E6

- LazyTown: Happy Brush Day
- LazyTown: Swipped Sweets
- LazyTown: Sportfake
- LazyTown: Welcome to LazyTown
- LazyTown: Crystal Caper
- LazyTown: Lazy Scouts
- LazyTown: Hero for a day

II. As collateral with a first-rank mortgage, the following equipment:

Vendor:	Description of equipment:	Account code in LB accounts:
True North	Kinoflow light console	730-08
Hljóðfæarahúsið	Yamaha 04V96 Mixer	810-08
Tæknibær	3D computer package	820-02
Rin	Roland keyboard	730-08
Tæknibær	Computer equipment for 3D department	820-02
True North	3D equipment - lease	820-02
Pegasus	Arri Lights 1. instalment	730-06
Öryggismiðstöðin	Lease of security system	798-01
Boðleið	Lease of telephone equipment	910-17
Apple Búðin	G5 machine for graphics dept.	910-17
EJS	Monitors and printers for 3D	830-02
Nýherji	Reserve power unit and scanner	910-17
E.G. Skrifstofustólar	Office chairs	910-16
Pfaff	Speakers and microphones	810-08
Nýherji	Computer and office equipment	798-01
Apple Búðin	Graphic computer	910-10
Tekk húsið	Furniture	798-01
Verkfærasalan	Belt sander	720-10
Boðleið	Conference telephones	798-01
KPMG	Office furniture	798-01
Aco Tæknival	Televisions, videos, DVDs etc..	798-01
Nýherji	Computers for sound processing etc.	
Pfaff	Studio sound, Additional Dialog Recoding (ADR), etc.	820-02,820-03,765-08
Task ehf	19" monitors, 4 pc.	800-11
Pfaff	Sewing machins and speakers	820-02, 755-08
Tónabúðin	Midi time piece, patch bay, audio card etc.	820-02
Daylight Textiles	Green Screen Material / Costumes	725-14
Beco	Powershot camera and card	910-17
Bedco og Mathiessen	Rosengrens security cabinet	798-01
Verkfærasalan	Electric winch	720-10
Office One	Drawing board	832-02, 610-07
Pegasus	Light console, ctued.	730-08
Opin Kerfi	Evo Tablet computer	832-02 / 910-17
Öryggismiðstöðin	IR 16 channel addition	798-01
Öryggismiðstöðin	Security cameras	775-17
Pfaff	Sound package for sound processing	820-03
EJS	Extra monitor for 3D department	
Office One	Extra drawing board	610-07

dm
HS 8 EG

AG Skrifstofuhúsgögn	Filing cabinet	832-06
Nýherji	Computer equipment and monitors with upgrade	832-02/910-19
EXTRA 3d pakki	Approved new package, as current	832-02
A-Tack ltd.	Remaining equipment could amount to ISK 12 million	832-02
Ískraft	Electrical panels for monitors	710-09
Ískraft	Electrical panels for monitors	730-10
Ískraft	Electrical panels for monitors	730-10
Ískraft	Lighting department, equipment	730-10
Amg Aukaraf	5" pixel screen	715-08
Tækniþær	Addition to computer equipment	910-17
	TV cabinet, meeting table and glass doors, internal doors	798-01
JP Innréttingar	Radios	798-01
Dynjandi	Windows Server Std 2003	832-08
Nýherji	Green Screen	725-14
Daylight Textiles	Shelves and fitness cabinets	832-02
Ísold	Tables	798-01
Járnsnidja Óðins	Washing machine	775-16
ELKO	Office chairs	798-01
Penninn	Lighting equipment	798-01
Lumex	Additions to Apple computers	775-18
Apple búðin	Laptop Props	715-07
Micon	Cabinet, siding og 19" rails for cabinet	798-01
Smith og Norland	Make Up chair	798-01
S. Gunnbjörnsson	Drafting table	832-02
ATV	Tray wagon, 3 shelves, Camera Dept.	710-09
A. Karlsson	Camera Dept., equipment	710-09
Ískraft	Props... Pexel	715-07
PA Skjár	Vatnsperlan. Vacuum cleaner	775-20
BESTA	Addition to computer equipment	910-17
Tækniþær	Q-Mix Headphone Matrix AM	810-08
Exton	Licence	832-08
AEC Software	Memory cards for monitor	715-09
Colorgraphic	Polariod	775-18
Ljósmyndavörur	Thomas desk chair	798-01
	Radio + charger	798-01
Dynjandi	Winch	725-09
Verkfærasalan	Distributor	710-09
Elnet		

The mortgage right extends to any damages and other payments which may replace the mortgaged assets. The mortgage also extends to any public grants, subsidies and compensation from public funds which may replace the mortgaged assets and which the issuer/mortgagor may receive from government authorities on the basis of legislation, regulations and other administrative instructions.

Owing to the mortgage of the above assets the mortgagor is required at all times to ensure compliance with all security measures required in connection with the mortgaged assets pursuant to law and regulations as current at any time, e.g. as regards real estate and appurtenances, vehicles and other chattels, whether their registration is required or not. The

AM
 HS 9 EG

mortgagor shall also take responsibility for the maintenance of the mortgaged assets and ensure, to the extent possible, that their value is not substantially reduced.

However, it shall be the mortgagee's responsibility to see to that the pledged rights are registered with the relevant trade mark registers and copyright institutions.

IV. Ban on pledges: The issuer and Magnús Scheving, Id. No. 101164-3659, Lindarbraut 119, Seltjarnarnes, Iceland, undertake not to assign and not to pledge, without the consent of Glitir, the above intellectual property or other related property which forms a part of the animated and puppet show Latibær/Lazytown. The mortgage covers all individual characters, scripts and musical works pertaining to the artistic creation Lazytown/Latibær, both those that have already been created and developed and also those that may subsequently be created.

In the event of any default on the payment of instalments or interest of the debt(s) covered by this security or any other breach of the contract by the issuer/mortgagor, the total amount of the debt may be called in immediately and without notice and the mortgage foreclosed. The same applies if the mortgaged property significantly depreciates, there is a change in ownership of the mortgaged property without the Glitir's consent or if the issuer's/mortgagor's other creditors enforce any claims against the mortgaged property, or if the estate of the issuer/mortgagor or any guarantor of a debt that the mortgaged property is intended to secure, one or more, enter into receivership, seek composition, or if there are substantial defaults on the issuer's/mortgagor's obligations to the creditor.

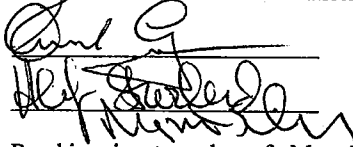
In the event of any dispute in respect of this Bond or the debt that it covers such dispute shall be brought before the District Court of Reykjavík.

This Bond is made out in three identical copies.

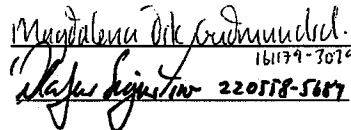
In witness whereof, the signatures of the issuers are attached in the presence of witnesses

Reykjavík, 13. December 2006

On the Board of Directors of Latibær ehf.

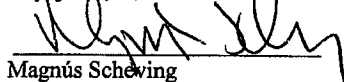


Witnesses:



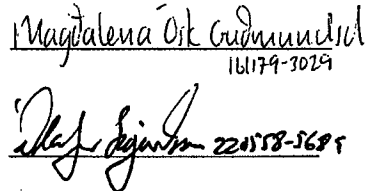
By his signature hereof Magnús Scheving, id.no. 101164-3659 confirms that the encumbrances resulting from this Bond and that the trade marks and intellectual property rights which are his property and which are covered by this Bond are mortgaged in security of the full payment of all debts and financial obligations of Latibær ehf. as provided above

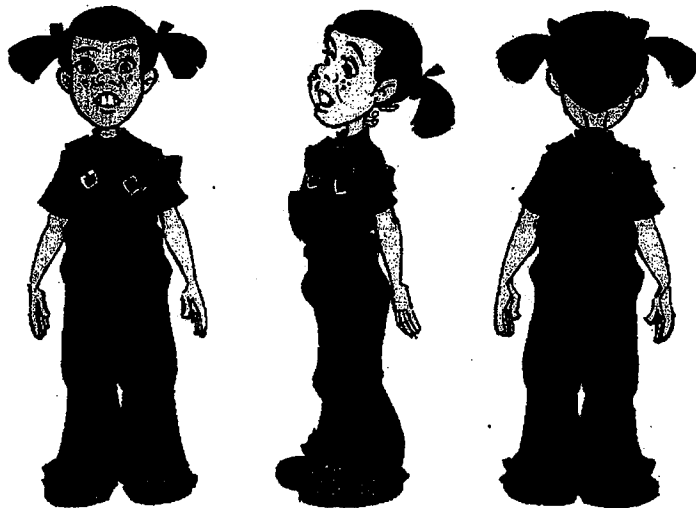
Reykjavík, 13. December 2006



Magnús Scheving

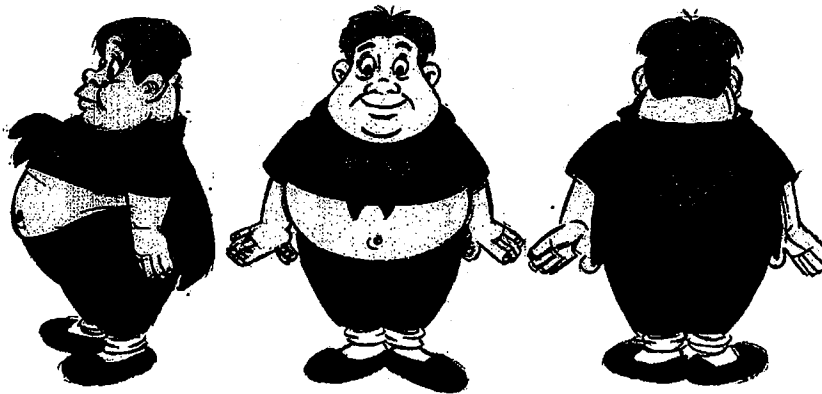
Witnesses:





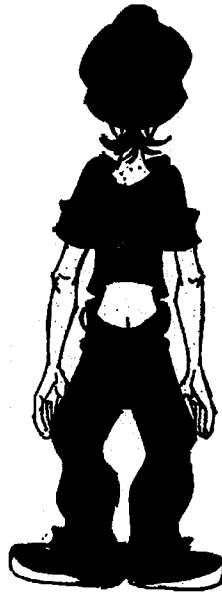
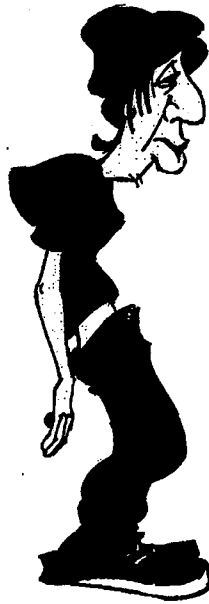
Trixy Troubleby

W
HS EG



Ziggy Zweets

WJ
AB BG



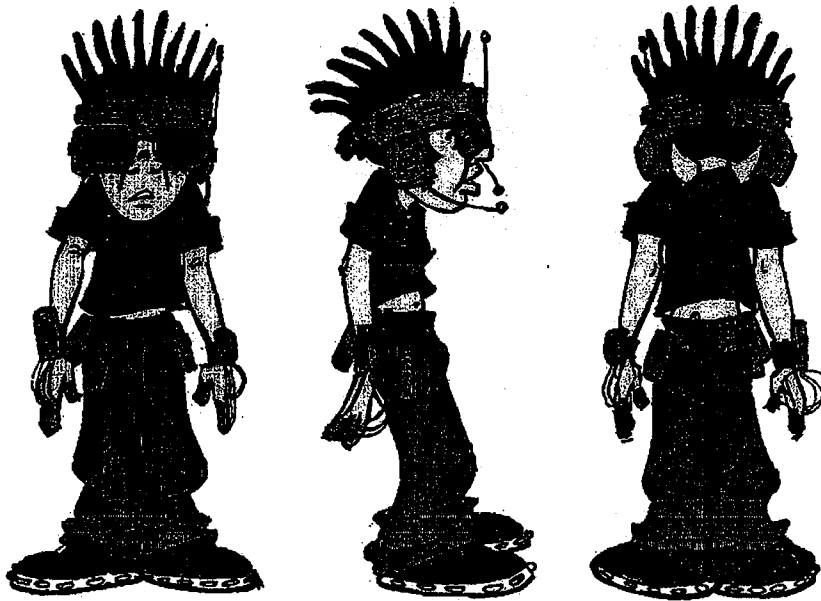
Jives Junkfood

HS
E6



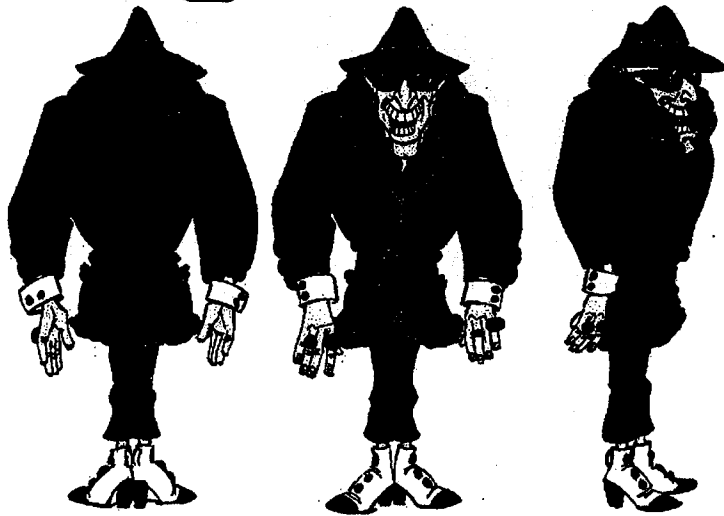
Mayor Meanswell

DM
EB EG



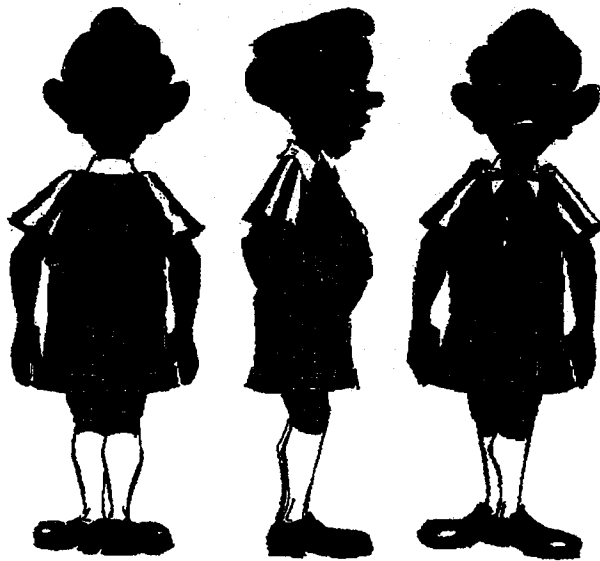
PC Hyperbyte

Wm
HS EG



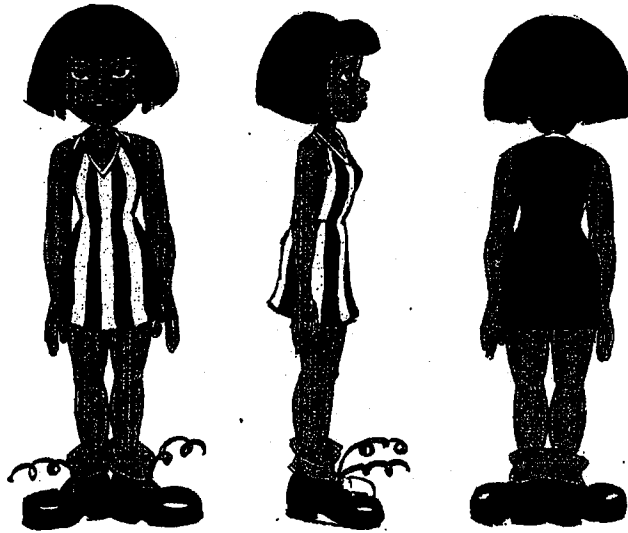
Mayor Meanswell

W
E6



Stingy Spoilero

MS
EG
SS



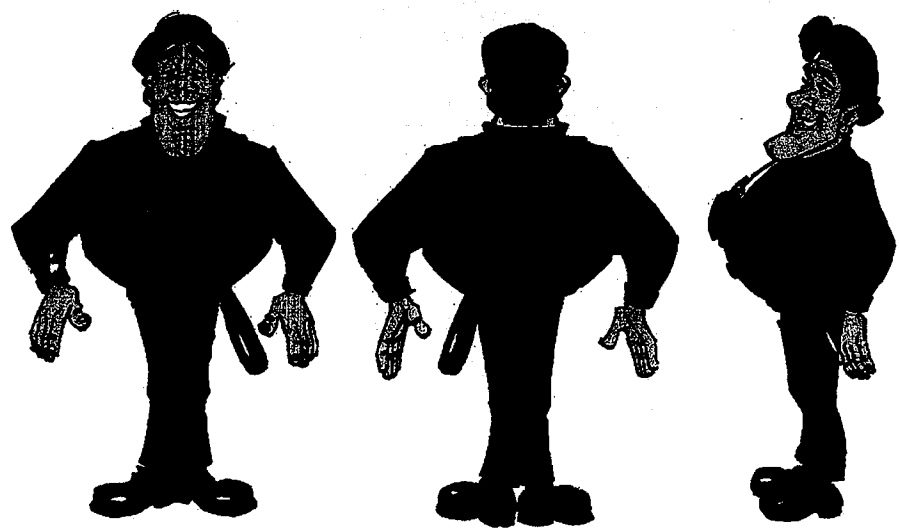
Stiffanie / Suke Splitt

Mh
EG



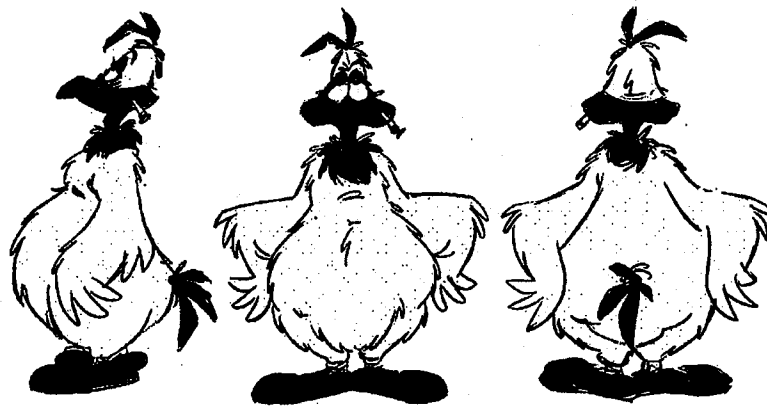
Bessie Busybody

MS
AS EG



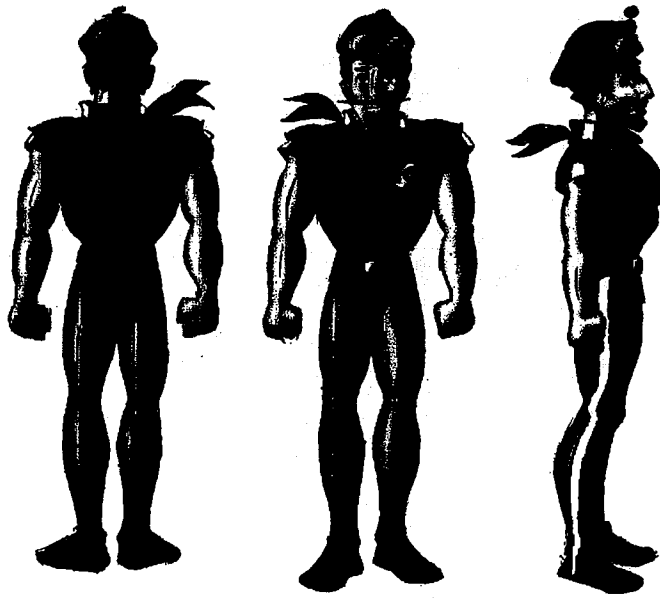
Officer Obtuse

Handwritten initials and numbers: "M", "28", and "25".



Romeo the Rooster

W
H
EG



Sportacus

W
#18 26