

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	termination and release of security interests		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of Nova Scotia		03/28/2007	bank: CANADA
RECEIVING PARTY DATA			
Name:	Gaylord Production Company		
Street Address:	22 Harbor Park Drive		
City:	Port Washington		
State/Country:	NEW YORK		
Postal Code:	11050		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1469456	FAERIE TALE THEATRE	
CORRESPONDENCE DATA			
Fax Number:	(212)909-6836		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Matthew Heintz, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	22741-1002		
NAME OF SUBMITTER:	Matthew Heintz, Esq.		
Signature:	/Matthew Heintz/		
Date:	04/10/2007		

CH \$40.00 1469456

900074027

TRADEMARK  
REEL: 003519 FRAME: 0185

**Total Attachments: 5**

source=Gaylord TM\_1#page1.tif

source=Gaylord TM\_2#page1.tif

source=Gaylord TM\_3#page1.tif

source=Gaylord TM\_4#page1.tif

source=Gaylord TM\_5#page1.tif

TERMINATION AND RELEASE OF  
SECURITY INTERESTS IN TRADEMARKS

TERMINATION AND RELEASE, dated as of March 28, 2007, from The Bank of Nova Scotia, a Canadian bank having a principal place of business at P.O. Box 4085, Station A, 40 King St. West Scotia Plaza, 62nd Fl., Toronto, Ontario, Canada M5W 2X6 ("Holder") to Gaylord Production Company, a Delaware corporation having a principal place of business at 22 Harbor Park Drive, Port Washington, New York 11050 ("Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement (Note Purchase), dated as of June 1, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement (Note Purchase)"), made by Grantor in favor of Holder and that certain Security Agreement (Facility), dated as of June 1, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement (Facility)"), and together with the Security Agreement (Note Purchase), the "Security Agreements"), made by Grantor in favor of Holder, security interests (the "Security Interests") were granted by Grantor to Holder in certain Trademarks;

WHEREAS, the Security Interests were recorded in the Trademark Division of the United States Patent and Trademark Office on June 13, 2005, at Reel 3102, Frame 0702 and at Reel 3102, Frame 0979, respectively;

WHEREAS, Holder now desires to terminate and release the entirety of its Security Interests in the Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Security Interests pursuant to the Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Holder hereby states as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, the defined terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreements, as applicable.

2. Release of Security Interests: Holder hereby terminates, releases and discharges its Security Interests in the Trademarks, including, without limitation, each registration and application identified in Schedule I attached hereto and made a part

hereof, and any right, title or interest of Holder in such Trademarks shall hereby cease and become void.


3. Further Assurances: Holder shall at the request and cost of Grantor execute and deliver to Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interests.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

THE BANK OF NOVA SCOTIA,  
as Holder

By:   
Name: CHRISTOPHER USAS  
Title: ASSISTANT GENERAL MANAGER

ACKNOWLEDGMENT

CANADA )

PROVINCE OF ONTARIO )

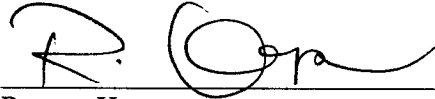
MUNICIPALITY OF METROPOLITAN TORONTO )

TO WIT: )

On March 28, 2007 before me, the undersigned, personally appeared

CHRISTOPHER UAS

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Reema Kapoor  
A Notary Public

SCHEDULE I  
Trademarks

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FAERIE TALE THEATRE	1,469,456	December 15, 1987