

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
Wax Trax Records, Inc.		09/28/2007	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bernard National Loan Investors Ltd.		
Street Address:	745 Fifth Ave		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10151		
Entity Type:	CORPORATION: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1678347	WAX TRAX	
CORRESPONDENCE DATA			
Fax Number:	(310)246-6779		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-246-6736		
Email:	wwolff@omm.com		
Correspondent Name:	William Wolff		
Address Line 1:	1999 Avenue of the Stars		
Address Line 2:	Suite 700		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	William Wolff		
Signature:	/William Wolff/		
Date:	11/10/2007		

OP \$40.00 1678347

Total Attachments: 8

source=CC771553#page1.tif

source=CC771553#page2.tif

source=CC771553#page3.tif

source=CC771553#page4.tif

source=CC771553#page5.tif

source=CC771553#page6.tif

source=CC771553#page7.tif

source=CC771553#page8.tif

ASSIGNMENT AND GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, WAX TRAX RECORDS, INC., an Illinois 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, TeeVee Toons, Inc., a Delaware corporation ("**Borrower**"), has entered into that certain Loan Agreement dated as of August 25, 2006 with the financial institutions named therein and Bernard National Loan Investors Ltd., as administrative agent for such lenders (in such capacity, the "**Initial Agent**"), and in connection therewith, Grantor entered into that certain Subsidiary Guaranty dated as of August 25, 2006 executed by, *inter alia*, Grantor, in favor of the Initial Agent and that certain Security Agreement dated as of August 25, 2006 by and between Grantor and the Initial Agent pursuant to which, *inter alia*, Grantor granted a first priority lien in and to the Trademark Collateral;

WHEREAS, in connection with the Loan Agreement and Security Agreement (as each term is defined below), the Initial Agent (and, to the extent its affiliate D.B. Zwirn Special Opportunities Fund L.P. has acquired any interest therein by virtue of any filings made under its name ("**DBZ**" and together with Initial Agent, "**Assignor**")) has agreed to assign its first prior security interest in and to the Trademark Collateral to Secured Party (as defined below):

WHEREAS, Borrower has entered into a First Amended and Restated Loan Agreement dated as of September [], 2007 (said First Amended and Restated Loan 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 Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Loan Agreement from time to time, the "**Lenders**"), and Bernard National Loan Investors Ltd., 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 Agreement, to extend certain credit facilities to Borrower; and

WHEREAS, Grantor has executed and delivered that certain First Amended and Restated First Lien Subsidiary Guaranty dated as of September [], 2007 (said First Amended and Restated First Lien Subsidiary Guaranty, 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 "**Guaranty**") in favor of Secured Party for the benefit of Lenders, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Borrower under the Loan Agreement and the other Loan Documents; and

WHEREAS, pursuant to the terms of a First Amended and Restated First Lien Security Agreement dated as of September [], 2007 (said First Amended and Restated First Lien 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 "**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 Security Agreement, Assignor hereby assigns to Secured Party its security interest in and to the Trademark Collateral, and to further evidence the security interest granted by Grantor to Secured Party pursuant to the 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, 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

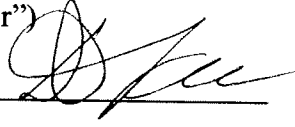
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Grantor have caused this Assignment and Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the ___ day of September, 2007.


**D.B. ZWIRN SPECIAL OPPORTUNITIES
FUND, L.P. ("Assignor")**

By: _____
Name: _____
Title: _____

**BERNARD NATIONAL LOAN INVESTORS
LTD. ("Assignor")**

By: _____ 
Name: _____
Title: _____

**BERNARD NATIONAL LOAN INVESTORS
LTD. ("Secured Party")**

By: 
Name: _____
Title: _____

WAX TRAX RECORDS, INC. ("Grantor")

By:

Name: STEVEN GUTLIEB

Title: PRESIDENT

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

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
--------------	----------------------------------	---------------------------------------	-------------------------------------

US Trademark Registrations

Wax Trax

U.S. Trademarks:

Trademark

Wax Trax

Registration #
1678347

Registration Date
3/10/1992

Registered Owner
Wax Trax Records, Inc.