

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TEEVEE TOONS, INC.		09/28/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bernard National Loan Investors Ltd.
Street Address:	745 Fifth Avenue
Internal Address:	18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10151
Entity Type:	CORPORATION: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2629805	BENDER
Registration Number:	1881220	BLUNT RECORDINGS
Serial Number:	78327311	CRUNK AND DISORDERLY
Serial Number:	78327325	CRUNK AND DISORDERLY CHRISTMAS
Serial Number:	78327318	CRUNK CHRISTMAS
Registration Number:	1792470	TEEVEE TOONS
Registration Number:	1794790	TVT RECORDS

CORRESPONDENCE DATA

Fax Number: (310)246-6779
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 310-246-6736
 Email: wwolff@omm.com
 Correspondent Name: William Wolff
 Address Line 1: 1999 Avenue of the Stars

OP \$190.00 2629805

Address Line 2: Suite 700
Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	William Wolff
Signature:	/William Wolff/
Date:	11/10/2007

Total Attachments: 8
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ASSIGNMENT AND GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, TEEVEE TOONS, 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 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 that certain Security Agreement dated as of August 25, 2006 in connection therewith 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 to the Initial Agent;

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, Grantor has entered into a First Amended and Restated Loan Agreement dated as of September 28, 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 Grantor; and

WHEREAS, pursuant to the terms of a First Amended and Restated First Lien Security Agreement dated as of September 28, 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, to evidence further the assignment of the security interest to Secured Party and the grant of the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Assignor hereby assigns its first priority security interest to, and Grantor hereby acknowledges that such assignment will create a security interest in favor of Secured Party in and to 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

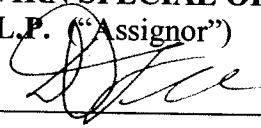
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss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


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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 28th day of September, 2007.

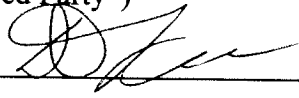
**D.B. ZWIRN SPECIAL OPPORTUNITIES
FUND, L.P. ("Assignor")**

By: 
Name: _____
Title: _____

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

By: 
Name: _____
Title: _____

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

By: 
Name: _____
Title: _____

TEEVIE TOONS, INC. ("Grantor")

By:

Name: STEVE 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>
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US Trademark Registrations

TeeVee Toons, Inc.

U.S. Trademarks:

<u>Trademark</u>	<u>Registration #</u>	<u>Registration Date</u>	<u>Registered Owner</u>
Bender	2629805	10/8/2002	TeeVee Toons, Inc
Blunt Recordings	1881220	2/28/1995	TeeVee Toons, Inc
Crunk and Disorderly	Serial # 78/327311	Filed 11/13/03	TeeVee Toons, Inc
Crunk and Disorderly Christmas	Serial # 78/327325	Filed 11/13/03	TeeVee Toons, Inc
Crunk Christmas	Serial # 78/327,318	Filed 11/13/03	TeeVee Toons, Inc
TeeVee Toons	1792470	9/14/1993	TeeVee Toons, Inc
TVT Records	1794790	9/28/1993	TVT Records