

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

OP \$40.00 1678347

Total Attachments: 5

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## 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 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 Borrower; and

**WHEREAS, Grantor** has executed and delivered that certain First Amended and Restated First Lien Subsidiary Guaranty dated as of September 28, 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 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 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.

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**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 20 day of September, 2007.

**WAX TRAX RECORDS, INC.**

By: \_\_\_\_\_

Name: Steven Gottlieb

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

**Wax Trax**

U.S. Trademarks:

Trademark

Wax Trax

Registration #

1678347

Registration Date

3/10/1992

Registered Owner

Wax Trax Records, Inc.