

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
WHAT'S THE BIG IDEA PRODUCTIONS, INC.		08/15/2008	CORPORATION: CALIFORNIA
THE JIM HENSON COMPANY, INC.		08/15/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	2000 Avenue of the Stars
Internal Address:	Suite 210
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	BANKING ASSOCIATION: TEXAS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	77421623	SID THE SCIENCE KID
Serial Number:	77339318	SID THE SCIENCE KID
Serial Number:	77508569	SID THE SCIENCE KID

CORRESPONDENCE DATA

Fax Number: (213)830-8743
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 213-680-6400
 Email: kimberley.lathrop@bingham.com
 Correspondent Name: Kimberley Lathrop c/o Bingham McCutchen
 Address Line 1: 355 South Grand Avenue
 Address Line 2: Suite 4400
 Address Line 4: LOS ANGELES, CALIFORNIA 90071

CH \$90.00 77421623

ATTORNEY DOCKET NUMBER:	3006593.334007
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	08/25/2008

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

This Trademark Security Agreement (this "Agreement") is being entered into as of August 15, 2008 by and between the Pledgor and the Lender referred to below.

This Agreement is being entered into in reference to the following facts:

(A) What's the Big Idea Productions, Inc., a California corporation (the "Borrower") and The Jim Henson Company, Inc., a New York corporation ("JHC," together with the Borrower, individually or collectively, the "Pledgor"), now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule "A" annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

(B) Pursuant to (i) a Loan and Security Agreement dated concurrently herewith, by and among the Borrower and Comerica Bank, a Texas banking association as the lender (the "Lender") (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Loan Agreement); and (ii) the Security Agreement dated concurrently herewith, by and among JHC and the Lender (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement");

(C) Pursuant to the terms of the Loan Agreement, the Borrower has granted to the Lender a security interest in and to all personal property of the Borrower including, without limitation, all right, title and interest of the Borrower in, to and under all of the Borrower's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule "B" hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Borrower, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations (such term being used herein as defined in the Loan Agreement);

(D) Pursuant to the terms of the Security Agreement, JHC has granted to the Lender a security interest in, including without limitation, the Series and all collateral, allied, ancillary, subsidiary and merchandising rights therein, all properties and things of value pertaining thereto, all products and proceeds thereof and all of JHC's Trademarks and Trademark licenses relating to the Series (including, without limitation, those Trademark licenses listed on Schedule "B" hereto), whether now in existence or hereafter made, acquired or produced, whether or not in possession of JHC, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations (such term being used herein as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

1.1 Grant of Security Interest. The Pledgor hereby grants to the Lender, as security for the Obligations, a continuing security interest in all of the Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgor:

(a) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule "A" annexed hereto;

(b) each Trademark license, including, without limitation, each Trademark license referred to in Schedule "B" annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(c) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

1.2 The Pledgor shall: (a) deliver updated copies of Schedule "A" and Schedule "B" to the Lender at the end of any quarter in which the Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule "A" hereto or enters into any Trademark license not listed on Schedule "B" hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgor, such further instruments or documents (in form and substance satisfactory to the Lender); and (b) promptly perform, or cause to be promptly performed, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Lender, to carry out the provisions and purposes of the Loan Agreement, the Security Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the Liens of the Lender granted

pursuant to the Loan Agreement, the Security Agreement, this Trademark Security Agreement and the other Loan Documents in the Trademark Collateral or any portion thereof.

1.3 Infringement. If any Person shall do or perform any act(s) which the Lender reasonably believes constitute(s) an infringement of any Trademark, or violate or infringe any right of the Pledgor or the Lender therein or if any Person shall do or perform any act(s) which the Lender reasonably believes constitute(s) an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days prior written notice to the Pledgor (or if an Event of Default is at the time continuing, then without notice), the Lender may and shall have the right to take such steps and institute such suits or proceedings as the Lender may reasonably deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be reasonably advisable or necessary for the full protection of the rights of the parties. The Lender may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgor or in the names of the parties jointly. The Lender hereby agrees to give the Pledgor written notice of any steps taken, or any suits or proceedings instituted, by the Lender pursuant to this paragraph and the Pledgor agrees to assist the Lender with any steps taken, or any suits or proceedings instituted by the Lender pursuant to this paragraph at the Pledgor's sole expense.

1.4 Loan Agreement and Security Agreement. This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement and the Security Agreement, as applicable. The rights and remedies of the Lender with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Loan Agreement and the Security Agreement, as applicable, the terms which are incorporated by reference herein as if fully set forth herein.

1.5 Termination of Security Interest. This Agreement is made for collateral purposes only. At such time as all Commitments under the Loan Agreement and the Security Agreement have terminated and all Obligations have been indefeasibly paid in full and performed, the Lender shall execute and deliver to the Pledgor, at the Pledgor's expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Lender in the Trademark Collateral, subject to any disposition thereof which may have been made by the Lender pursuant to the terms hereof or of the Loan Agreement and the Security Agreement, as applicable.

1.6 Enforcement Notices. Subject to the terms and conditions of the Loan Agreement and Security Agreement, the Lender will provide the notice(s), if applicable, as required by Section 11.2 of the Loan Agreement and Section 5.2 of the Security Agreement, as applicable, in connection with any enforcement of its rights against any of the Collateral.

1.7 Lawful Use. So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Loan Agreement, the Security Agreement, as applicable, and the other Loan Documents to which it is a party, the Pledgor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Loan Agreement, the Security Agreement and the other Fundamental Documents.

1.8 Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF CALIFORNIA.

1.9 Controlling Agreement. In the event of a conflict between this Trademark Security Agreement and the Loan Agreement, the provisions of the Loan Agreement will govern. In the event of a conflict between this Trademark Security Agreement and the Security Agreement, the provisions of the Security Agreement will govern.

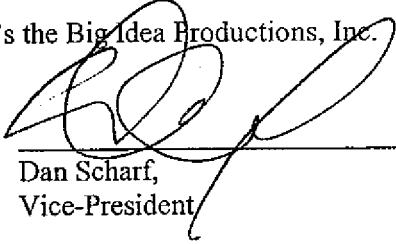
[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be duly executed as of the day and year first written above.

“PLEDGOR”

What's the Big Idea Productions, Inc.

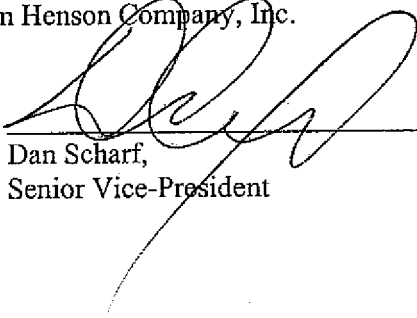
By:



Dan Scharf,
Vice-President

The Jim Henson Company, Inc.

By:



Dan Scharf,
Senior Vice-President

Accepted:

“LENDER”
Comerica Bank

By:

David B. Oliver,
Corporate Banking Officer -
Entertainment

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be duly executed as of the day and year first written above.

"PLEDGOR"

What's the Big Idea Productions, Inc.

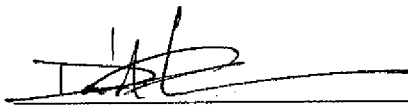
By: _____
Dan Scharf,
Vice-President

The Jim Henson Company, Inc.

By: _____
Dan Scharf,
Senior Vice-President

Accepted:


"LENDER"
Comerica Bank

By: 

David B. Oliver,
Corporate Banking Officer -
Entertainment

SCHEDULE "A"
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Country	Owner/ Applicant	Serial No.	Registration No.	Trademark	Description of Goods
United States of America	The Jim Henson Company, Inc. ("JHC")	77421623 (filed 3/13/08)	Pending		Color Image
United States of America	JHC	77339318 (filed 11/28/07)	Pending	SID THE SCIENCE KID	Standard Character Mark
United States of America	JHC	77508569 (filed 6/26/08)	Pending	SID THE SCIENCE KID	Standard Character Mark

SCHEDULE "B"
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK LICENSES

None.

Schedule "B"
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