

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
Contender Limited		09/19/2008	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78334941	TRACTOR TOM	
Serial Number:	78334940	TRACTOR TOM	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.; Attn: TMSU		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	066397-KOCH		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		
Signature:	/Catherine R. Howell/		

CH \$65.00 78334941

Date:

10/27/2008

Total Attachments: 15

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EXECUTION

TRADEMARK SECURITY AGREEMENT

WHEREAS, certain of the Guarantors referred to in the Credit Agreement as defined below (each a "Pledgor" and collectively, the "Pledgors"), 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; and

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of September 19, 2008 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") among E-One UK Limited (the "U.K. Borrower"), Earl Street Capital, Inc. (the "U.S. Borrower") and 4384768 Canada Inc. (the "Canadian Borrower"), as the Borrowers (the "Borrowers"), the Guarantors referred to therein, the Lenders referred to therein (the "Lenders"), JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent") and as Issuing Bank (in such capacity, the "Issuing Bank"), J.P. Morgan Europe Limited, as Sterling Agent (the "Sterling Agent") and JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Agent (the "Canadian Agent"), the Lenders have agreed to make loans and extend other financial accommodations to the Borrowers; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 19, 2008, between, among others, the Pledgor and the Administrative Agent that was entered into in connection with the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent, the Canadian Agent and the Lenders) a security interest in and to all personal property of the Pledgor, including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' 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 the possession of the Pledgors, 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 that 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 (as such term is defined in the Credit Agreement); and

WHEREAS, the Administrative Agent and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks, Trademark licenses and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Pledgors does hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent, the Canadian Agent and the Lenders), as security for the Obligations, a continuing security interest in all of such 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 the possession of such Pledgor:

(i) 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;

(ii) 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

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by such 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;

but excluding, notwithstanding anything in the Credit Agreement or herein to the contrary: (i) any "intent-to-use" trademark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office or any intellectual property if the grant of a security interest therein would result in the cancellation or voiding of such intellectual property by the applicable Governmental Authority (ii) intellectual property (or rights thereto) which is not owned solely by the Credit Parties, (iii) Equity Interests expressly excluded from the definition of Pledged Securities or (iv) any agreement to which any Pledgor is a party, only to the extent and for so long as the terms of such agreement or any requirement of Applicable Law (x) validly prohibit the creation by such Pledgor of a security interest in such agreement in favor of the Administrative Agent (after giving effect to Sections 9-406(d), 9-407(a), 9-408(a) or 9-409 of the UCC (or any successor provision or provisions) or any other Applicable Law (including the Bankruptcy Code) or principles of equity) or (y) would result in a termination pursuant to the terms of any such agreement (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other Applicable Law (including the Bankruptcy Code) or principles of equity), in each case unless and until any required consents are obtained, provided however that Trademark Collateral shall include, and the security interest granted in the Trademark Collateral shall attach to, any proceeds, substitutions or replacements of any such excluded items referred to herein unless such proceeds, substitutions or replacements would constitute excluded items under the Credit Agreement or hereunder.

The Pledgor agrees to deliver updated copies of Schedules A and B to the Administrative Agent as soon as practicable after such 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 such Pledgor, such further instruments or documents (in form and substance satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent, the Canadian Agent and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents (as defined in the Credit Agreement) in the Trademark Collateral or any portion thereof.

Each of Pledgors agree that if any person, firm, corporation or other entity shall do or perform any act that the Administrative Agent believes constitutes an infringement of any Trademark, or violate or infringe any right of such Pledgor, the Administrative Agent, the Issuing Bank, the Sterling Agent, the Canadian Agent or the Lenders, or if any person, firm, corporation or other entity shall do or perform any act that the Administrative Agent reasonably believes constitutes 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 (as defined in the Credit Agreement) is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable, necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of such Pledgor or in the names of the parties jointly. The Administrative Agent hereby agrees to give such Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and such Pledgor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by, the Administrative Agent pursuant to this paragraph (provided that the failure to give any such notice shall not affect the validity of any of the same) at such Pledgor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent, the Canadian Agent and the Lenders) pursuant to the Security Agreement. The Pledgors and the Administrative Agent do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent, the Canadian Agent and the Lenders) with respect to the security interest made and granted hereby are subject to, and 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.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments (as defined in the Credit Agreement) under the Credit Agreement have terminated, all Obligations have been indefeasibly fully paid and performed and all Letters of Credit (as defined in the Credit Agreement) have expired or been terminated or canceled, the Administrative Agent (on behalf of itself, the Issuing Bank, the Sterling Agent, the Canadian Agent and the Lenders) shall execute and deliver to the Pledgors, at the Pledgors' 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 Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent, the Canadian Agent and the Lenders) in the Trademark Collateral, subject to any disposition thereof that may have been made by the Administrative Agent pursuant to the terms hereof or of the Security Agreement.

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

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE
CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE
STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE
PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.**

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement. In the event of a conflict between this Trademark Security Agreement and the Credit Agreement, the provisions of the Credit Agreement will govern.

[Signature Pages follow.]

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of September 19, 2008.

PLEDGORS:

SEVILLE PICTURES INC.

By: 

Name: DAVID RECKZIEGEL

Title: PRESIDENT AND SECRETARY

CONTENDER LIMITED

By: _____

Name:

Title:

MEDUSA COMMUNICATIONS AND
MARKETING LIMITED

By: _____

Name:

Title:

GAYLORD PRODUCTION COMPANY

By: _____

Name:

Title:

KOCH ENTERTAINMENT LP

By: Koch Entertainment GP LLC, in its capacity as
general partner of Koch Entertainment LP

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement]

STATE OF ONTARIO)

: ss.:

COUNTY OF _____)

On this the 17th day of September, 2008 before me,
PETER REPETTO, the undersigned Notary Public, personally appeared
DAVID RECKZIEGEL,

[] personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the
President and Secretary of the corporation known as Seville Pictures who executed the
foregoing instrument on behalf of the corporation and acknowledged that such corporation
executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

Peter Repetto
Notary Public

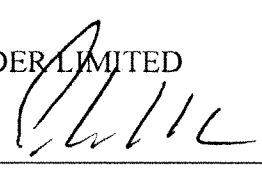
WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be
fully executed as of 19 September, 2008.

PLEDGORS:

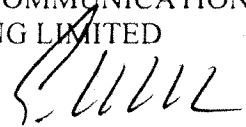
SEVILLE PICTURES INC.

By: _____
Name:
Title:

CONTENDER LIMITED

By:  _____
Name: Giles K. Willits
Title: Director

MEDUSA COMMUNICATIONS AND
MARKETING LIMITED

By:  _____
Name: Giles K. Willits
Title: Director

GAYLORD PRODUCTION COMPANY

By: _____
Name:
Title:

KOCH ENTERTAINMENT LP

By: Koch Entertainment GP LLC, in its capacity as
general partner of Koch Entertainment LP

By: _____
Name:
Title:

John Venn & Sons
General Notaries
Interpreters

William B Kennair LL.B. • Jessica M Reeve M.A. • Jonathan P Coutts M.S., M.C.I.
Associate: Agnes Corless
Consultant: Bridget M Ellison B.A.

95 Aldwych London WC2B 4JF
United Kingdom

Telephone: 020 7395 4300
Fax: 020 7395 4310
e-mail: notary@johnvenn.co.uk
<http://www.johnvenn.co.uk>

I, **Jonathan Paul Coutts**, a duly admitted Notary Public, having jurisdiction throughout England and Wales and practising in London, England, hereby certify:

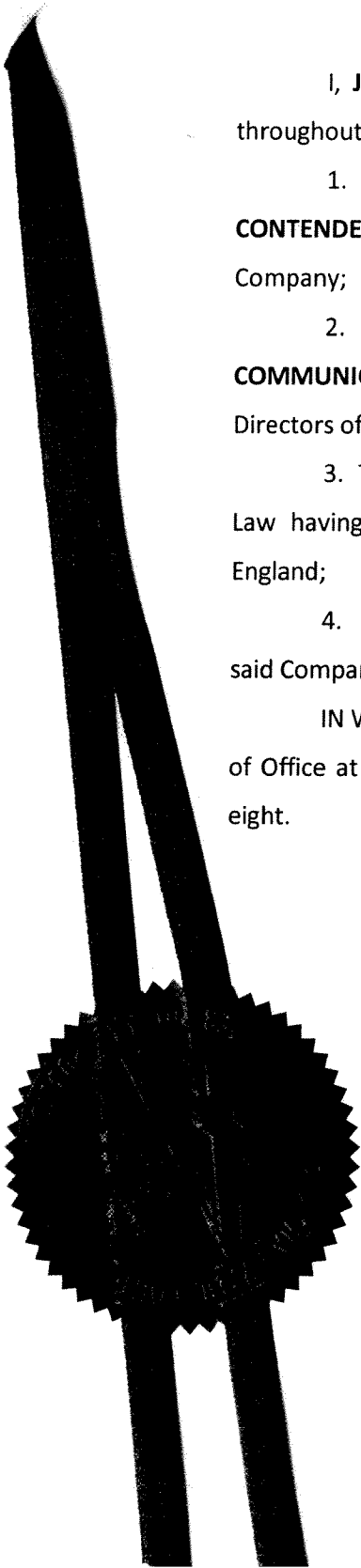
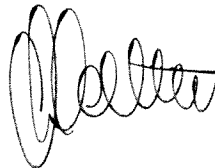
1. THAT the foregoing Agreement was signed for and on behalf of **CONTENDER LIMITED** by **Giles Kirkley Willits**, one of the Directors of the said Company;

2. THAT the said Agreement was also signed for and on behalf of **MEDUSA COMMUNICATIONS AND MARKETING LIMITED** by **Giles Kirkley Willits**, one of the Directors of the latter Company;

3. THAT the said Companies are duly incorporated and existing under English Law having their Registered Offices at 20 Black Friars Lane, London EC4V 6HD, England;

4. AND THAT the said Agreement, being so signed, is duly executed by the said Companies.

IN WITNESS whereof I have issued this Certificate under my signature and Seal of Office at London, aforesaid, the nineteenth day of September Two thousand and eight.



IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of September 19, 2008.

PLEDGORS:

SEVILLE PICTURES INC.

By: _____
Name:
Title:

CONTENDER LIMITED

By: _____
Name:
Title:

MEDUSA COMMUNICATIONS AND
MARKETING LIMITED

By: _____
Name:
Title:

GAYLORD PRODUCTION COMPANY

By: _____
Name: DARREN THROOP
Title: CHIEF EXECUTIVE OFFICER

KOCH ENTERTAINMENT LP

By: Koch Entertainment GP LLC in its capacity as
general partner of Koch Entertainment LP

By: _____
Name: DARREN THROOP
Title: CHAIRMAN

[Signature Page to Trademark Security Agreement]

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By


Name:

Title: **V. David Shaheen**
Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003877 FRAME: 0658


SCHEDULE A

TRADEMARKS


PROPRIETOR: SEVILLE PICTURES, INC.

Trademark	Application #	Registration #	Filing Date	Registration Date
MIGHTY MACHINES		2,278,593	May 1, 1995	September 21, 1999

PROPRIETOR: CONTENDER LIMITED

Trademark	Application #	Registration #	Filing Date	Registration Date
TRACTOR TOM	78334941	Allocated on registration	February 12, 2003	N/A
	78334940	Allocated on registration	February 12, 2003	N/A

PROPRIETOR: MEDUSA COMMUNICATIONS AND MARKETING LIMITED

Trademark	Application #	Registration #	Filing Date	Registration Date
LOGO 		76418988	Priority Date: October 12, 2001	October 4, 2007


PROPRIETOR: GAYLORD PRODUCTION COMPANY

Trademark	Application #	Registration #	Filing Date	Registration Date
FAERIE TALE THEATRE	73/643211	1469456	Feb. 3, 1987	December 15, 1987

PROPRIETOR: KOCH ENTERTAINMENT LP

Trademark	Application #	Registration #	Filing Date	Registration Date
KOCH	74/181709	1,738,085	July 2, 1991	December 8, 1992
KOCH INTERNATIONAL DESIGN	74/181710	1,740,964	July 2, 1991	December 22, 1992
KOCH INTERNATIONAL	74/181708	1,740,963	July 2, 1991	December 22, 1992
THE MAJOR ALTERNATIVE	76/305336	2,674,274	August 28, 2001	January 14, 2003
THE MAJOR INDEPENDENT	78/019501	2,713,483	August 3, 2000	May 6, 2003

PROPRIETOR: KOCH ENTERTAINMENT, LLC (MERGED INTO KOCH ENTERTAINMENT LP)

Trademark	Application #	Registration #	Filing Date	Registration Date
IN THE PAINT	75/936843	2537744	March 4, 2000	February 12, 2002
COMBAT RECORDS SEEK.STRIKE.DEST ROY.DESIGN 	78/650102		June 14, 2005	
COMBAT RECORDS	78/608728		April 14, 2005	

Trademark	Application #	Registration #	Filing Date	Registration Date
AMERICAN KIDS PRESENTS	78/353639		January 19, 2004	

PROPRIETOR: KOCH ENTERTAINMENT DISTRIBUTION LLC (MERGED INTO KOCH ENTERTAINMENT LP)

Trademark	Application #	Registration #	Filing Date	Registration Date
TRAINER'S EDGE	78/393270	3010826	March 30, 2004	November 1, 2005

SCHEDULE B

TRADEMARK LICENSES

None.