

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
THOIP Unlimited		10/10/2008	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA	
Name:	GE Leveraged Loans Limited
Street Address:	30 Berkeley Square
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	W1J 6EW
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	2233157	MR. MEN LITTLE MISS
Serial Number:	78666751	MR.MEN LITTLE MISS
Serial Number:	77164603	THE MR MEN SHOW
Serial Number:	77198023	DILLYDALE
Serial Number:	77414690	THE MR.MEN SHOW
Serial Number:	77280252	LITTLE MISS CHATTERBOX
Serial Number:	77280364	LITTLE MISS CHATTERBOX
Serial Number:	77311519	LITTLE MISS TROUBLE
Serial Number:	77312521	LITTLE MISS TROUBLE
Serial Number:	77311572	LITTLE MISS BOSSY
Serial Number:	77312568	LITTLE MISS BOSSY
Serial Number:	77311581	LITTLE MISS GIGGLES
Serial Number:	77312586	LITTLE MISS GIGGLES
Serial Number:	77311588	LITTLE MISS FUN

OP \$1215.00 2233157

Serial Number:	77312598	LITTLE MISS FUN
Serial Number:	77311598	LITTLE MISS DAREDEVIL
Serial Number:	77312616	LITTLE MISS DAREDEVIL
Serial Number:	77284978	LITTLE MISS SUNSHINE
Serial Number:	77285010	LITTLE MISS SUNSHINE
Serial Number:	77311605	LITTLE MISS NAUGHTY
Serial Number:	77312630	LITTLE MISS NAUGHTY
Serial Number:	77311613	LITTLE MISS SCARY
Serial Number:	77312640	LITTLE MISS SCARY
Serial Number:	77314037	MR. MEN
Serial Number:	77311621	MR. NOISY
Serial Number:	77312655	MR. NOISY
Serial Number:	77314031	MR. PERFECT
Serial Number:	77314028	MR. PERFECT
Serial Number:	77311629	MR. BUMP
Serial Number:	77312666	MR. BUMP
Serial Number:	77311631	MR. STRONG
Serial Number:	77312670	MR. STRONG
Serial Number:	77311637	MR. GRUMPY
Serial Number:	77312677	MR. GRUMPY
Serial Number:	77311640	MR. HAPPY
Serial Number:	77312706	MR. HAPPY
Serial Number:	77312017	MR. BOUNCE
Serial Number:	77312714	MR. BOUNCE
Serial Number:	77312027	MR. MESSY
Serial Number:	77312717	MR. MESSY
Serial Number:	77312041	MR. SMALL
Serial Number:	77312723	MR. SMALL
Serial Number:	77312059	MR. RUDE
Serial Number:	77312729	MR. RUDE
Serial Number:	77314033	MR. TICKLE
Serial Number:	77314041	MR. TICKLE
Serial Number:	77314039	MR. STUBBORN
Serial Number:	77314042	MR. STUBBORN

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 876-7700
Email: thomas.buettner@lw.com
Correspondent Name: Thomas J. Buettner
Address Line 1: Latham & Watkins LLP
Address Line 2: 233 S. Wacker Drive, Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	041392-0006
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DOMESTIC REPRESENTATIVE Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:

NAME OF SUBMITTER:	Thomas J. Buettner
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Signature:	/tjb/
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Date:	10/30/2008
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Total Attachments: 11 source=20081010 Amended THOIP US Trademark Security Agreement (Signed)#page1.tif source=20081010 Amended THOIP US Trademark Security Agreement (Signed)#page2.tif source=20081010 Amended THOIP US Trademark Security Agreement (Signed)#page3.tif source=20081010 Amended THOIP US Trademark Security Agreement (Signed)#page4.tif source=20081010 Amended THOIP US Trademark Security Agreement (Signed)#page5.tif source=20081010 Amended THOIP US Trademark Security Agreement (Signed)#page6.tif source=20081010 Amended THOIP US Trademark Security Agreement (Signed)#page7.tif source=20081010 Amended THOIP US Trademark Security Agreement (Signed)#page8.tif source=20081010 Amended THOIP US Trademark Security Agreement (Signed)#page9.tif source=20081010 Amended THOIP US Trademark Security Agreement (Signed)#page10.tif source=20081010 Amended THOIP US Trademark Security Agreement (Signed)#page11.tif
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

SECURITY AGREEMENT ("Agreement"), dated as of OCTOBER 10, 2008, between **THOIP Unlimited** ("Debtor"), an unlimited company with registered office at 4th Floor Aldwych House, 81 Aldwych, London, WC2B 4HN, England, (Company No. 01610133), and **GE LEVERAGED LOANS LIMITED**, a company incorporated in England and Wales with registered office at 30 Berkeley Square, London W1J 6EW (Company No. 04506546) as agent and trustee for itself and each of the Beneficiaries (as such term is defined in the Supplemental Debenture referred to below) (the "Secured Party").

WHEREAS, Debtor and Secured Party are parties to that certain Trademark Security Agreement dated as of September 4, 2006 (as amended, restated, supplemented or otherwise modified from time to time), the "Existing Trademark Security Agreement"; and

WHEREAS, Debtor and Secured Party desire to restate and to further amend the provisions of the Existing Trademark Security Agreement; and

Debtor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) **Terms Defined in Supplemental Debenture.** All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Supplemental Debenture.

(b) **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

"Collateral" means the assets set out in Section 2(a) whether now or hereafter existing or arising or in which such Debtor now has or hereafter owns, acquires or develops an interest and wherever located.

"Supplemental Debenture" means the debenture dated 10 OCTOBER, 2008 between, among others, the Debtors and the Secured Party;

"PTO" means the United States Patent and Trademark Office;

"Secured Obligations" has the meaning set out in the Debenture and Supplemental Debenture;

"UCC" means the Uniform Commercial Code as in effect in the State of New York, United States of America

(c) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) **Construction.** In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and

“any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Supplemental Debenture shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) (i) **Grant of Security Interest.** As security for the payment and performance of the Secured Obligations, Debtor hereby grants to Secured Party a first priority security interest in, and a mortgage upon, all of such Debtor’s right, title and interest in, to and under all state and federal (including common law) trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) (including such marks, names and applications as described in Schedule A), whether registered or unregistered and all reissues, extensions and renewals thereof; and

(ii) so far as permitted under the relevant documents pursuant to which it derives title, all proceeds of any and all of the foregoing Collateral (including royalties, rights to payment, accounts receivable and proceeds of infringement suits) 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 or loss or damage to or otherwise with respect to the foregoing Collateral.

(b) **Continuing Security Interest.** Debtor agrees that this Agreement shall create a continuing first priority security interest in the Collateral which shall remain in effect until terminated in accordance with the Supplemental Debenture.

SECTION 3. Supplement to Supplemental Debenture. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Supplemental Debenture. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Supplemental Debenture or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Further Acts. Subject to the provisions of the Supplemental Debenture, on a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party (acting reasonably) to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor’s compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party’s interest in the Collateral with the PTO, at the expense of the Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party.

SECTION 5. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 5, Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Debtor, Secured Party and their respective successors and assigns in accordance with the provisions of the Supplemental Debenture. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Finance Documents (as defined in the Intercreditor Deed).

SECTION 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

SECTION 8. Entire Agreement; Amendment.

(a) This Agreement and the Supplemental Debenture, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Supplemental Debenture.

(b) Notwithstanding the foregoing, (i) Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 5 hereof; and (ii) in the event that Debtor and Secured Party agree to further amend the Debenture and Supplemental Debenture (including by entering into any subsequent restatements of such agreements), this Agreement shall be deemed amended *mutatis mutandis* to make reference to such amendments or such restated agreements without further action by either party and all references to the Debenture and Supplemental Debenture herein shall be deemed references to such amendments or restated agreements.

(c) To the extent that any provision of this Agreement conflicts with any provision of the Supplemental Debenture, the terms of the Supplemental Debenture shall prevail, it being understood that the purpose of this Agreement is to validate, and not detract from, the rights granted to Secured Party under the Supplemental Debenture.

SECTION 9. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any

party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 10. Termination. Upon payment and performance in full of all Secured Obligations, the security interests created by this Agreement shall terminate and Secured Party (at the Debtor's expense) shall promptly execute and deliver to the Debtor such documents and instruments reasonably requested by the Debtor as shall be necessary to evidence termination of all such security interests given by the Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 11. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 12. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 13. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Supplemental Debenture.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THOIP Unlimited

P. Beale
[Signature]

By: _____

Title: _____

GE LEVERAGED LOANS LIMITED

By: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THOIP Unlimited

By: _____

Title: _____

GE LEVERAGED LOANS LIMITED

Adrian Cimon
ADRIAN CIMON

Michelle Lee
MICHELLE LEE

By: _____

Title: _____

Authorized signatory

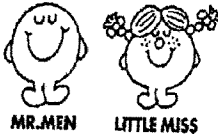



[Signature page to Amended and Restated Trademark Security Agreement]

SCHEDULE A
to the Amended and Restated Trademark Security Agreement

U.S. Trademarks of Debtor (THOIP Unlimited)

Registration No	Mark	Reg Date
2233157	MR MEN & LITTLE MISS AND PEOPLE DEVICE	23.03.1999

Pending U.S. Trademarks of Debtor (THOIP Unlimited)

Serial No.	Mark	Filed
78/666751	 MR.MEN LITTLE MISS	08.07.2005
77/164,603	THE MR MEN SHOW	24.04.07
77/198,023	DILLYDALE	05.06.08
77/414,690		06.03.08
77/280,252	LITTLE MISS CHATTERBOX	14.09.07
77/280,364	LITTLE MISS CHATTERBOX LOGO	14.09.07
		
77/311,519	LITTLE MISS TROUBLE	23.10.07
77312521	LITTLE MISS TROUBLE LOGO	24.10.07
		
77311572	LITTLE MISS BOSSY	23.10.07
77312568	LITTLE MISS BOSSY LOGO	24.10.07

LITTLE MISS BOSSY



77311581 LITTLE MISS GIGGLES 23.10.07

77312586 LITTLE MISS GIGGLES 24.10.07
LOGO

LITTLE MISS GIGGLES



77311588 LITTLE MISS FUN 23.10.07

77312598 LITTLE MISS FUN 24.10.07
LOGO

LITTLE MISS FUN



77311598 LITTLE MISS DAREDEVIL 23.10.07

77312616 LITTLE MISS DAREDEVIL LOGO 24.10.07

LITTLE MISS DAREDEVIL



77284978 LITTLE MISS SUNSHINE 06.09.07

77285010 LITTLE MISS SUNSHINE LOGO 07.09.07

LITTLE MISS SUNSHINE



77311605 LITTLE MISS NAUGHTY 23.10.07

77312630 LITTLE MISS NAUGHTY LOGO 24.10.07

LITTLE MISS NAUGHTY



77311613 LITTLE MISS SCARY 23.10.07

77312640 LITTLE MISS SCARY 24.10.07
LOGO



77314037 MR MEN 25.10.07

77311621 MR NOISY 23.10.07

77312655 MR NOISY LOGO 24.10.07



77314031 MR PERFECT 25.10.07

77314028 MR PERFECT LOGO 25.10.07



77311629 MR BUMP 23.10.07

77312666 MR BUMP LOGO 24.10.07



77311631 MR STRONG 23.10.07

77312670 MR STRONG LOGO 24.10.07



77311637 MR GRUMPY 23.10.07

77312677 MR GRUMPY LOGO 24.10.07

MR. GRUMPY



77311640 MR HAPPY 23.10.07
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MR. HAPPY



77312017 MR BOUNCE 24.10.07
77312714 MR BOUNCE LOGO 24.10.07

MR. BOUNCE



77312027 MR MESSY 24.10.07
77312717 MR MESSY LOGO 24.10.07

MR. MESSY



77312041 MR SMALL 24.10.07
77312723 MR SMALL LOGO 24.10.07

MR. SMALL



77312059 MR RUDE 24.10.07
77312729 MR RUDE LOGO 24.10.07

MR. RUDE



77314033 MR TICKLE 25.10.07
77314041 MR TICKLE LOGO 25.10.07

MR. TICKLE



77314039

MR STUBBORN

25.10.07

77314042

MR STUBBORN LOGO

25.10.07

MR. STUBBORN



CH1058065.1

RECORDED: 10/30/2008

TRADEMARK
REEL: 003879 FRAME: 0956