

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
Funimation Productions, Ltd.		06/10/2011	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Compass Bank
Street Address:	8080 N. Central Expressway, Suite 120
City:	Dallas
State/Country:	TEXAS
Postal Code:	75206
Entity Type:	State bank: ALABAMA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3406768	FUNIMATION ENTERTAINMENT
Registration Number:	3406767	FUNIMATION ENTERTAINMENT
Registration Number:	3286907	FUNIMATION ENTERTAINMENT
Registration Number:	3299212	FUNIMATION ENTERTAINMENT
Registration Number:	3299211	FUNIMATION ENTERTAINMENT
Registration Number:	3863916	FUNIMATION CHANNEL
Registration Number:	3863903	FUNIMATION CHANNEL
Registration Number:	3308281	PANDALIAN
Registration Number:	3181540	OUR TIME FAMILY ENTERTAINMENT
Registration Number:	2931425	GIANT APE
Registration Number:	2010746	FUNIMATION

CORRESPONDENCE DATA

Fax Number: (214)661-6894

900194412

**TRADEMARK
 REEL: 004561 FRAME: 0339**

CH \$290.00 3406768

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-953-6043
Email: rracine@jw.com
Correspondent Name: Randy A. Racine
Address Line 1: 901 Main Street, Suite 6000
Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	137169.11
NAME OF SUBMITTER:	Randy A. Racine
Signature:	/Randy A. Racine/
Date:	06/14/2011

Total Attachments: 13

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (as it may be amended or modified from time to time, the "Agreement") is entered into as of June 10, 2011 by and between **COMPASS BANK**, an Alabama state bank (together with its successors and assigns, the "Secured Party") and **FUNIMATION PRODUCTIONS, LTD.**, a Texas limited partnership ("Grantor").

RECITALS

A. Grantor and Secured Party have previously entered into that certain Intellectual Property Security Agreement dated as of April 8, 2011 (the "Original Security Agreement"). Grantor and Secured Party are entering into an Amended and Restated Credit Agreement dated of even date herewith (as it may be amended or modified from time to time, the "Credit Agreement", and collectively with any other of the notes, documents or agreements executed in connection therewith, the "Loan Documents"), providing, subject to the terms and conditions thereof, for extensions of credit to be made by the Secured Party to the Grantor. To induce Secured Party to enter into and extend credit to the Grantor under the Credit Agreement, Grantor is entering into this Agreement. This Agreement amends and restates in its entirety the Original Security Agreement. Capitalized terms used herein which are not defined, have the meanings set forth in the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to all Intellectual Property and all other Collateral.

NOW, THEREFORE, as collateral security for the payment and performance when due of all of the Obligations, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure all of the Obligations, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its intellectual property, including without limitation the following ("Intellectual Property"):

a. All of present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A-1 to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for

all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

b. All present and future copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, including without limitation the Unregistered Copyrights listed in Exhibit A-2 to this Agreement, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

c. All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights.

d. All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

e. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

f. All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

g. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

h. All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

i. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

j. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the

foregoing, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Credit Agreement. This security interest is granted in conjunction with the security interest granted to Secured Party under the Credit Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

a. Grantor has no present maskworks, software, computer programs and other works of authorship registered with the United States Copyright Office except any rights Grantor may have in those listed on Exhibit A-1 hereto, which have been previously assigned by Grantor to third parties.

b. Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest.

c. (i) Grantor shall promptly advise Secured Party of any Intellectual Property not specified in this Agreement, which is hereafter acquired by Grantor from a non-employee third party ("After Acquired Intellectual Property"), and shall immediately notify Secured Party in writing of Grantor's acquisition of any single piece of After Acquired Intellectual Property with an objective value in excess of \$250,000 and provide evidence of such acquisition to Secured Party. Failure to comply with this Section 3(c)(i) shall be an immediate default under this Agreement and the Loan Documents, without opportunity to cure. (ii) Notwithstanding the foregoing, as soon as available and in any event no later than thirty (30) days after the second and fourth fiscal quarters, Grantor shall semi-annually advise Secured Party of any After Acquired Intellectual Property, and provide evidence of same to Secured Party.

d. Grantor shall not register on its own behalf any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral,

including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party; provided, however, this Section 3(d) shall not apply to any registrations made by Grantor on behalf of a third party.

4. General. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements. This Agreement may be amended only by a written instrument signed by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Credit Agreement. This Agreement, the Credit Agreement, and the other Loan Documents comprise the entire agreement of the parties with respect to the matters addressed in this Agreement. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

5. Waiver of Right to Jury Trial. SECURED PARTY and GRANTOR each hereby waive the right to trial by jury in any action or proceeding based upon, arising out of, or in any way relating to: (i) this Agreement; or (ii) any other present or future instrument or agreement between SECURED PARTY and GRANTOR; or (iii) any conduct, acts or omissions of SECURED PARTY or GRANTOR or any of their directors, officers, employees, agents, attorneys or any other persons affiliated with SECURED PARTY or GRANTOR; in each of the foregoing cases, whether sounding in contract or tort or otherwise.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

1200 Lakeside Parkway, Building 1
Flower Mound, Texas 75028

Grantor:

FUNIMATION PRODUCTIONS, LTD., a
Texas limited partnership

By: FUNimation GP, LLC, a Texas limited
liability company, its General Partner

By: *Gen Fukunaga*
Title: President
Name: Gen Fukunaga

Address of Secured Party:

8080 N. Central Expressway, Ste. 120,
Dallas, Texas 75206

Secured Party:

COMPASS BANK, an Alabama State Bank

By: *Vickie Derks*
Title: VP
Name: VICKIE DERKS

EXHIBIT A-1

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Dragonball Z Captain Ginyu double cross: uncut.	PA0000958960	1999
Fullmetal Alchemist: Brotherhood: 9, Created Feelings.	PA0001632919	2009
Fullmetal Alchemist: Brotherhood: 9, Created Feelings.	PA0001632918	2009
Dragonball Z: no. 106-108, Trunk's prelude to terror: uncut.	PA0000846865	2000
Dragon ball: no. 9, Boss Rabbit's magic touch.	PAu002043857	1995
Dragon ball: no. 8, The Kamehameah wave.	PAu002043858	1995
Dragon ball: no. 12, A wish to the eternal dragon.	PAu002054820	1995
Dragonball Z: no. 99-102, Garlic, Jr., vanquished: uncut.	PA0000846866	2000
Dragonball Z Captain Ginyu double cross: uncut.	PA0000958951	1999
Dragonball Z Captain Ginyu assault (uncut)	PA0000962309	1999
Dragonball Z Frieza: episode ti., The summoning.	PA0001003557	2000
Dragonball Z Frieza: episode ti., Death of a prince.	PA0001003559	2000
Dragon ball: no. 1, Secret of the dragon ball.	PAu002038333	1995
Dragonball Z: no. 138-140, Perfect cell hunt for 18: uncut.	PA0000846859	2001
Dragon ball: no. 6, Keep an eye on the dragon balls.	PAu002038316	1995
Dragon ball: no. 3, The nimbus cloud of Roshi.	PAu002038340	1995
Dragon ball: no. 11, The penalty is pinball.	PAu002043961	1995
Dragon ball Z: no. 1-26.	PA0000870217	1996
Dragonball Z Frieza: episode ti., Transformation: uncut.	PA0001003514	2000
Dragon ball: the legend of Shenron.	PAu001934360	1995
Dragonball Z Frieza: episode ti., Super Saiyan Goku: uncut.	PA0001003513	2000
Dragonball Z Frieza: episode ti., Desperation.	PA0001003564	2000
Dragonball Z Frieza: episode ti., Clash: uncut.	PA0001003515	2000
Dragon ball: no. 7, The ox-king on Fire Mountain.	PAu002038318	1995
Dragon ball: no. 4, Oolong the Terrible.	PAu002038383	1995
Dragonball Z: no. 109-110, Burger King special Z warriors prepare: uncut.	PA0000846863	2000
Dragon ball Z music: no. 1-26.	PA0000870218	1996
Dragonball Z.	VAu000381122	1996
Dragon ball: no. 10, The dragon balls are stolen.	PAu002011978	1995
Dragonball Z Frieza: episode ti., Revealed.	PA0001003558	2000

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Dragon ball: no. 13, The legend of Goku.	PAu002010202	1995
Dragon ball: no. 2, The emperor's quest.	PAu002038341	1995
Dragonball Z: Ginyu assault	PA0000660507	1999
Dragonball Z: no. 93-95, Garlic, Jr. blackwater mist: uncut.	PA0000846860	2000
Dragon ball: no. 5, Yamcha the desert bandit.	PAu002038382	1995
Dragonball Z: episode ti., Majin Buu revival.	PA0001149088	2002
Dragonball Z: episode ti., Fusion--internal struggle.	PA0001149092	2002
Dragonball Z: episode ti., Kid Buu-vegeta's plea.	PA0001149101	2003
Yu Yu Hakusho ghost files: no. 1-4	PA0001205763	2002
Yu Yu Hakusho: no. 33-34 & 36	PA0001205766	2002
Yu Yu Hakusho ghost files: no. 47-50	PA0001205769	2002
Dragonball Z: episode ti., Imperfect cell encounter: uncut.	PA0000846925	2000
Dragonball Z: episode ti., Cell games guardian's return: uncut.	PA0000846927	2001
Dragonball Z: episode ti., Android invasion: uncut.	PA0000846930	2000
Dragonball Z: episode ti., Great saiya-man crash course: uncut.	PA0000846932	2001
Dragonball Z: episode ti., Great saiyaman opening ceremonies: uncut.	PA0000846934	2001
Dragonball Z: episode ti., Babidi the dark prince returns: uncut.	PA0000846940	2001
Dragonball Z: episode ti., Babidi descent: uncut.	PA0000846943	2001
Dragonball Z: no. 147-150, Perfect cell unstoppable.	PA0000846968	2001
Dragonball Z: no. 151-153, Cell games ultimatum.	PA0000846991	2001
Dragon Ball Z: episode ti., Majin Buu--atonement.	PA0001148807	2002
Dragonball Z: episode ti., Kid Buu regression.	PA0001149065	2002
Dragonball Z: episode ti., Kid Buu--Vegeta's plea.	PA0001149069	2003
Dragonball Z: episode ti., Fusion-evil Buu.	PA0001149102	2002
Yu Yu Hakusho: no. 22-25 / produced by Funimation Productions.	PA0001205771	2002
Yu Yu Hakusho: no. 51-53 / produced by Funimation Productions.	PA0001205773	2002
Dragonball Z: no. 131-133, Imperfect cell race against time: uncut.	PA0000846813	2000
Dragonball Z: no. 90-92, Frieza Namek's end: uncut.	PA0000846814	2000
Dragonball Z: no. 201-204, World tournament blackout: uncut.	PA0000846870	2001
Dragonball Z: episode ti., Frieza fall of a tyrant: uncut.	PA0000846941	2000

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Dragonball Z: episode ti., Frieza fall of a tyrant: uncut.	PA0000846942	2000
Dragonball Z: episode ti., Babidi descent: uncut.	PA0000846944	2001
Dragonball Z: no. 151-153, Cell games ultimatum.	PA0000846992	2001
Dragon Ball Z: episode ti., Kid Buu--a new beginning.	PA0001148808	2003
Dragon Ball Z: episode ti., Fusion--play for time.	PA0001148809	2002
Dragon Ball Z: episode ti., Fusion--losing battle.	PA0001148860	2002
Yu Yu Hakusho: no. 43-46	PA0001205772	2002
Dragonball Z: no. 106-108, Trunks prelude to terror: uncut.	PA0000846864	2000
Dragonball Z: no. 99-102, Garlic, Jr., vanquished: uncut.	PA0000846867	2000
Dragonball Z: no. 103-105, Trunk's mysterious youth: uncut.	PA0000846868	2000
Dragonball Z: no. 103-105, Trunk's mysterious youth: uncut.	PA0000846869	2000
Dragonball Z: no. 201-204, World tournament blackout: uncut.	PA0000846871	2001
Dragonball Z: episode ti., Babidi battle royale: uncut.	PA0000846924	2001
Dragonball Z: episode ti., Great saiya-man crash course: uncut.	PA0000846931	2001
Dragonball Z: no. 183-185, Great Saiyaman final round.	PA0000846998	2001
Dragon Ball Z: episode ti., Majin Buu--atonement.	PA0001148804	2002
Dragon Ball Z: episode ti., Fusion--the last Saiyan.	PA0001148858	2002
Dragonball Z: episode ti., Fusion--the last Saiyan.	PA0001149086	2002
Dragonball Z: episode ti., Majin Buu--tactics.	PA0001149087	2002
Dragonball Z: episode ti., Kid Buu--regression.	PA0001149094	2002
Dragonball Z: episode ti., Fusion hope returns.	PA0001149095	2002
Dragonball Z: episode ti., Fusion-internal struggle.	PA0001149099	2002
Yu Yu Hakusho: no. 5-7	PA0001205762	2002
Yu Yu Hakusho ghost files: no. 13-15	PA0001205767	2002
Dragonball Z: no. 96-98, Imperfect cell 17's end: uncut.	PA0000846810	2000
Dragonball Z: no. 90-92, Frieza Namek's end: uncut.	PA0000846815	2000
Dragonball Z: no. 138-140, Perfect cell hunt for 18: uncut.	PA0000846858	2001
Dragonball Z: no. 109-110, Burger King special Z warriors prepare: uncut.	PA0000846862	2000

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Dragonball Z: no. 198-200, World tournament the draw: uncut.	PA0000846872	2001
Dragonball Z: no. 82-85, Frieza eleventh hour: uncut.	PA0000846875	2000
Dragonball Z: no. 144-146, Perfect cell perfection: uncut.	PA0000846877	2001
Dragonball Z: episode ti., Perfect cell temptation: uncut.	PA0000846938	2001
Dragonball Z: no. 186-188, Great Saiyaman Gohan's secret.	PA0000846993	2001
Dragon Ball Z: episode ti., Fusion--Evil Buu.	PA0001148806	2002
Dragon Ball Z: episode ti., Kid Buu--a new beginning.	PA0001148859	2003
Dragon Ball Z: episode ti., Majin Buu-tactics.	PA0001148861	2002
Dragon Ball Z: episode ti., Fusion--play for time.	PA0001148862	2002
Dragonball Z: episode ti., Majin Buu emergence.	PA0001149068	2002
Dragonball Z: episode ti., Majin Buu--emergence.	PA0001149085	2002
Sword & dragon	PA0001220438	2002
Dragonball Z: episode ti., Imperfect cell encounter: uncut.	PA0000846926	2000
Dragonball Z: episode ti., Android invasion: uncut.	PA0000846929	2000
Dragonball Z: episode ti., Great saiyaman opening ceremonies: uncut.	PA0000846933	2001
Dragonball Z: episode ti., Babidi battle royale: uncut.	PA0000846939	2001
Dragonball Z: no. 147-150, Perfect cell upstoppable.	PA0000846969	2001
Dragonball Z: no. 128-130, Imperfect cell discovery.	PA0000846996	2000
Dragonball Z world tournament junior division.	PA0001071419	2001
Dragon Ball Z: episode ti., Majin Buu--the hatching.	PA0001148810	2002
Dragonball Z: episode ti., Fusion--hope returns.	PA0001149066	2002
Dragonball Z: episode ti., Kid Buu and the price of victory.	PA0001149098	2003
Dragonball Z: episode ti., Kid Buu the price of victory.	PA0001149100	2003
Yu Yu Hakusho: no. 54-55	PA0001205764	2002
Yu Yu Hakusho ghost files: no. 16 & 18	PA0001205765	2002
Yu Yu Hakusho ghost files: no. 41-42	PA0001205768	2002
Yu Yu Hakusho: no. 37-39	PA0001205774	2002
Yu yu hakusho: no. 9-12	PA0001205775	2002
Dragonball Z: no. 131-133, Imperfect cell race against time: uncut.	PA0000846812	2000

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Dragonball Z: episode ti., Cell games a moment's peace: uncut.	PA0000846935	2001
Dragonball Z: episode ti., Cell games a moment's peace: uncut.	PA0000846936	2001
Dragon Ball Z: episode ti., Majin Buu--A hero's farewell.	PA0001148863	2002
Dragon Ball Z: episode ti., Kidd Buu--Saiyan pride.	PA0001148864	2002
Dragonball Z: episode ti., Majin Buu the hatching.	PA0001149091	2002
Dragonball Z: episode ti., Majin Buu revival.	PA0001149103	2002
Yu Yu Hakusho ghost files: no. 29-32	PA0001205761	2002
Dragonball Z: no. 134-137, Imperfect cell 17's end: uncut.	PA0000846809	2001
Dragonball Z: no. 93-95, Garlic, Jr. blackwater mist: uncut.	PA0000846861	2000
Dragonball Z: no. 144-146, Perfect cell perfection: uncut.	PA0000846876	2001
Dragonball Z: no. 214-216, Babidi rivals.	PA0000846970	2001
Dragonball Z: no. 128-130, Imperfect cell discovery.	PA0000846995	2000
Dragonball Z: no. 183-185, Great Saiyaman final round.	PA0000846997	2001
Dragon Ball Z: episode ti., Fusion--losing battle.	PA0001148805	2002
Dragon Ball Z: episode ti., Majin Buu--Defiance.	PA0001148857	2002
Dragonball Z: episode ti., Fusion ambush.	PA0001149067	2002
Dragonball Z: episode ti., Fusion--ambush.	PA0001149089	2002
Dragonball Z: episode ti., Kid Buu-Saiyan pride.	PA0001149093	2002
Dragonball Z: episode ti., Majin Buu-a hero's farewell.	PA0001149096	2002
Dragonball Z: episode ti., Majin Buu-defiance.	PA0001149097	2002
Yu Yu Hakusho ghost files: no. 19-21	PA0001205770	2002
Dragonball Z: no. 198-200, World tournament the draw: uncut.	PA0000846873	2001
Dragonball Z: no. 82-85, Frieza eleventh hour: uncut.	PA0000846874	2000
Dragonball Z: episode ti., Babidi battle royale: uncut.	PA0000846923	2001
Dragonball Z: episode ti., Cell games guardian's return: uncut.	PA0000846928	2001
Dragonball Z: episode ti., Perfect cell temptation: uncut.	PA0000846937	2001
Dragonball Z: no. 186-188, Great Saiyaman Gohan's secret.	PA0000846994	2001
Dragonball Z world tournament junior division.	PA0001071418	2001

EXHIBIT A-2

UNREGISTERED COPYRIGHTS

1. An automated computer program and related tools for tracking and reporting online piracy of digital content, including operation manual.
2. Audiovisual works (music, images, and video), including collateral, promotional, and marketing materials created by FUNimation employees, but excluding those works used or incorporated into same which are under license from third parties.

EXHIBIT B

PATENTS

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
FUNIMATION ENTERTAINMENT IC 009	3406768	April 1, 2008
FUNIMATION ENTERTAINMENT (b&w design) IC 009	3406767	April 1, 2008
FUNIMATION ENTERTAINMENT IC 041	3286907	August 28, 2007
FUNIMATION ENTERTAINMENT IC 028	3299212	September 25, 2007
FUNIMATION ENTERTAINMENT IC 016	3299211	September 25, 2007
FUNIMATION CHANNEL IC 041	3863916	October 19, 2010
FUNIMATION CHANNEL IC 038	3863903	October 19, 2010
PANDALIAN IC 041	3308281	October 9, 2007
OUR TIME FAMILY ENTERTAINMENT IC 009	3181540	December 5, 2006
GIANT APE IC 028	2931425	March 8, 2005
FUNIMATION IC 041	2010746	October 22, 1996