

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alcon Entertainment, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
Alcon Film Fund, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
Alcon Copyright Holdings, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
Claymore Entertainment Company, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
Daughter Productions, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
Dungaree Productions, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
Frontier Production Services, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
The Elrod Company, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
Traveling Pictures Distribution, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
Alcon Distribution, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
Missed Call Productions, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
Missed Call Distribution, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
Cupid Distribution, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
Forever in Blue, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
ELI Productions, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
Left Tackle Pictures, LLC		06/30/2011	LIMITED LIABILITY COMPANY:
Sweepstake Productions, LLC		06/30/2011	LIMITED LIABILITY

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TRADEMARK
 REEL: 004580 FRAME: 0223

			COMPANY: DELAWARE
Duplicity Productions, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
Space Modulator Productions, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
Bottlenose Productions, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
Captive Productions, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
Gospel Truth Pictures, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	1999 Avenue of the Stars, 27th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2378099	ALCON ENTERTAINMENT
Registration Number:	2406953	ALCON ENTERTAINMENT
Registration Number:	2739646	ALCON ENTERTAINMENT
Serial Number:	85226848	
Serial Number:	85227157	DOLPHIN TALE
Serial Number:	85226977	DOLPHIN TALE
Serial Number:	85226823	DOLPHIN TALE
Serial Number:	85226877	DOLPHIN TALE
Serial Number:	85219340	DOLPHIN TALE
Serial Number:	85219325	DOLPHIN TALE
Serial Number:	85219315	DOLPHIN TALE
Serial Number:	85219258	DOLPHIN TALE
Serial Number:	85227150	DOLPHIN TALE
Serial Number:	85227133	DOLPHIN TALE

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-739-5723
Email: chimmelfarb@morganlewis.com
Correspondent Name: Carolyn Himmelfarb
Address Line 1: 1111 Pennsylvania Avenue, N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397.0262
NAME OF SUBMITTER:	Carolyn Himmelfarb
Signature:	/Carolyn Himmelfarb/
Date:	07/12/2011

Total Attachments: 14

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

WHEREAS, Alcon Entertainment, LLC ("AE") and Alcon Film Fund, LLC ("AFF"), as borrowers (the "Borrowers"), and the guarantors referred to in the Credit Agreement (as hereinafter defined) (the "Guarantors", and together with the Borrowers, 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;

WHEREAS, pursuant to that certain Amended and Restated Credit, Security, Guaranty and Pledge Agreement dated as of June 30, 2011, which constitutes an amendment and restatement of both (i) that certain Credit, Security, Guaranty and Pledge Agreement dated as of May 9, 2008 among AFF, as borrower, the guarantor parties thereto, the lender parties thereto, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent on behalf of such lenders (the "Original AFF Credit Agreement"), and (ii) that certain Credit, Security, Guaranty and Pledge Agreement dated as of December 6, 2002, as previously amended and restated as of May 9, 2008 among AE, as borrower, the guarantor parties thereto, the lender parties thereto, JPMorgan Chase Bank, N.A. (f/k/a JPMorgan Chase Bank), as administrative agent and issuing bank on behalf of such lenders (the "Original AE Credit Agreement", and together with the Original AFF Credit Agreement, the "Original Credit Agreements") (as the same has been or may further be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement), among the Pledgors, Alcon Media Group, LLC, as a pledgor, the lenders referred to therein (the "Lenders"), and JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (in such capacity, the "Administrative Agent"), as issuing bank (in such capacity, the "Issuing Bank") and as collateral agent, the Lenders have agreed to make loans to the Borrowers and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in letters of credit for the account of the Borrowers;

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of the Pledgors 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 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 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 or its obligations under and in connection with its guaranty of the Obligations, as the case may be;

WHEREAS, in connection with the Original AE Credit Agreement, AE, the guarantors referred to therein and JPMorgan Chase Bank, N.A. (f/k/a JPMorgan Chase Bank), as administrative agent are parties to that certain Trademark Security Agreement dated as of December 6, 2002 and filed with the United States Patent and Trademark Office on January 7, 2003 at Reel 002645 Frame 0946 (as amended by that certain Supplement No. 1 dated as of May 9, 2008, and as further amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Original AE Trademark Security Agreement") and are executing this Amended and Restated Trademark Security Agreement to amend and restate and replace in its entirety the Original AE Trademark Security Agreement;

WHEREAS, in connection with the Original AFF Credit Agreement, AFF, the guarantors referred to therein and JPMorgan Chase Bank, N.A., as administrative agent are parties to that certain Trademark Security Agreement dated as of September 24, 2010 and filed with the United States Patent and Trademark Office on October 8, 2010 (as amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Original AFF Trademark Security Agreement", and together with the Original AE Trademark Security Agreement, the "Original Trademark Security Agreements") and are executing this Amended and Restated Trademark Security Agreement to amend and restate and replace in their entirety the Original AFF Trademark Security 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 and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the payment and performance of the Obligations or its obligations under and in connection with its guaranty of the Obligations, as the case may be, a continuing security interest in all of the Pledgors' right, title and interest in, to and under the following (all of the following items (i) through (iii) 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 Pledgors:

- (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 the Pledgors 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.

For the avoidance of doubt, the “Administrative Agent” shall also be deemed to include the “Collateral Agent” for purposes of continuity of any grant of security previously made under the Original AFF Trademark Security Agreement, to the extent the grant of security was made by any Pledgor that was previously a “Pledgor” as defined under the Original AFF Trademark Security Agreement.

The Pledgors agree to deliver updated copies of Schedule A and Schedule B to the Administrative Agent at the end of any quarter in which the Pledgors register or otherwise adopt or acquire any Trademark not listed on Schedule A hereto or enter 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 Pledgors, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable 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 Amended and Restated Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of the Secured Parties) granted pursuant to the Credit Agreement, this Amended and Restated Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

The Pledgors agree that if any Person shall do or perform any act(s) which the Administrative Agent believes constitutes an infringement of any Trademark, or violates or infringes any right therein of the Pledgors, the Administrative Agent, the Issuing Bank or the Lenders or if any Person shall do or perform any acts which 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 Pledgors (or if an Event of Default 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(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or 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 the Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgors notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of the Pledgors agrees to assist the

Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of the Secured Parties) pursuant to the Credit Agreement. Each of the Pledgors and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of the Secured Parties) with respect to the security interest made and granted hereby are subject to, and more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Amended and Restated Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been indefeasibly paid in full and performed, the Administrative Agent (on behalf of the Secured Parties) shall promptly execute and deliver to the Pledgors, at the Pledgors' request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be reasonably necessary to terminate the security interest of the Administrative Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of the Secured Parties) will provide notice(s) required by Section 8.6 of the Credit Agreement in connection with any enforcement of its rights against any of the Collateral, to the extent applicable.

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

This Amended and Restated Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Amended and Restated Trademark Security Agreement by facsimile or transmitted electronically in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Amended and Restated Trademark Security Agreement. This Amended and Restated Trademark Security Agreement shall become effective when it shall have been executed by each party hereto. Any party

delivering an executed counterpart of this Amended and Restated Trademark Security Agreement by facsimile or by email shall also deliver a manually executed counterpart of this Amended and Restated Trademark Security Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Amended and Restated Trademark Security Agreement, and the parties hereby waive any right they may have to object to said treatment.

All notices and other communications provided under this Amended and Restated Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 13.1 of the Credit Agreement.

Any provision of this Amended and Restated Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

No amendment, modification, rescission, waiver or release of any provision of this Amended and Restated Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by the Administrative Agent (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and the Pledgors. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Amended and Restated Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Amended and Restated Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by the Pledgors (including their respective successors and permitted assigns) without the prior written consent of the Administrative Agent (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.

The parties hereto hereby acknowledge and agree that (a) this Amended and Restated Trademark Security Agreement constitutes an amendment and restatement of each of the Original Trademark Security Agreements that is being entered into in connection with an amendment and restatement of the Original Credit Agreements on or about the date hereof, (b) the amendment and restatement of the Original Credit Agreements does not constitute a novation or termination of the underlying obligations secured by this Amended and Restated Trademark Security Agreement, and (c) all security interests previously created and/or perfected by or under the Original Trademark Security Agreements are in all respects continuing, including with respect to the timing of filing, notwithstanding the amendment and restatement of the Original Credit Agreements or the Original Trademark Security Agreements.

If any conflict or inconsistency exists between this Amended and Restated Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgors have duly executed this Trademark Security Agreement to be duly executed as of June 30 2011.

PLEDGOR:

ALCON ENTERTAINMENT, LLC

By: 
Name: Broderick Johnson
Title: Co President

ALCON FILM FUND, LLC

By: 
Name: Broderick Johnson
Title: Co President

ALCON COPYRIGHT HOLDINGS, LLC
CLAYMORE ENTERTAINMENT
COMPANY, LLC
DAUGHTER PRODUCTIONS, LLC
DUNGAREE PRODUCTIONS, LLC
FRONTIER PRODUCTION SERVICES, LLC
THE ELROD COMPANY, LLC
TRAVELING PICTURES DISTRIBUTION,
LLC
ALCON DISTRIBUTION, LLC
MISSED CALL PRODUCTIONS, LLC
MISSED CALL DISTRIBUTION, LLC
CUPID DISTRIBUTION, LLC
FOREVER IN BLUE, LLC
ELI PRODUCTIONS, LLC
LEFT TACKLE PICTURES, LLC
SWEEPSTAKE PRODUCTIONS, LLC
DUPLICITY PRODUCTIONS, LLC
SPACE MODULATOR PRODUCTIONS,
LLC
BOTTLENOSE PRODUCTIONS, LLC
CAPTIVE PRODUCTIONS, LLC
GOSPEL TRUTH PICTURES, LLC

By: 
Name: Broderick Johnson
Title: Co President

ACCEPTED:

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

By: 
Name:
Title: **Patrick J. Minnick**
Vice President

State of California)
County of Los Angeles)

On June 30, 2011 before me, Keith Barten a notary public in and for the State of California
DATE NAME

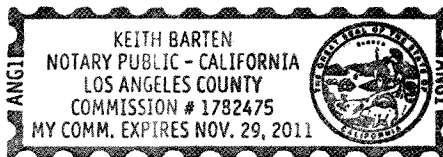
personally appeared Broderick Johnson
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Keith Barten
Signature of Notary Public



Schedule A
to Trademark Security Agreement

TRADEMARKS

Mark	Credit Party Registrant	Filing Basis	Serial Number or Registration Number	Filing Date or Registration Date	Goods/Services	Status
Alcon Entertainment (and design)	Alcon Entertainment, LLC	ITU	Reg. No. 2378099	Reg. 8/15/2000	Entertainment services, namely, motion picture film and television production services, and sound recording production services, in International Class 41	Registered Active
Alcon Entertainment (and design)	Alcon Entertainment, LLC	ITU	Reg. No. 2406953	Reg. 11/21/2000	Video and sound recordings, namely prerecorded audio and video tapes, cassettes, compact discs, laser discs, and motion pictures featuring drama, music and comedy, in International Class 9	Registered Active
Alcon Entertainment (and design – motion logo)	Alcon Entertainment, LLC	USE	Reg. No. 2739646	Reg. 7/22/2003	Video and sound recordings, namely prerecorded audio and video tapes, cassettes, compact discs, laser discs, and motion pictures featuring drama, music, comedy and other types of entertainment media, in International Class 9. Entertainment services, namely motion picture film and television production services, and sound recording production services, in International Class 41.	Registered Active
Design element for dolphin with prosthetic tail	Alcon Entertainment, LLC	ITU	85226848	1/26/2011	IC025 belts, bottoms, caps, coats, hats, jackets, pants, shirts, shoes, shorts, skirts, socks,	Pending

Mark	Credit Party Registrant	Filing Basis	Serial Number or Registration Number	Filing Date or Registration Date	Goods/Services	Status
					tops	
Dolphin Tale (and Design)	Alcon Entertainment, LLC	ITU	85227157	1/26/2011	IC014 Jewelry	Pending
Dolphin Tale (and Design)	Alcon Entertainment, LLC	ITU	85226977	1/26/2011	IC016 address books, appointment books, autograph books, birthday books, calendars, disposable napkins, envelopes for stationery use, fitted fabric notebook covers, glitter glue for stationery purposes, note pads, notebooks, paper party bags, paper party decorations, paper party favors, paper stationery, paper table cloths, paper tablecloths, party ornaments of paper, pencil boxes, pencil ornaments, pencils, posters, writing pads	Pending
Dolphin Tale (and Design)	Alcon Entertainment, LLC	ITU	85226823	1/26/2011	IC025 belts, bottoms, caps, coats, hats, jackets, pants, shirts, shoes, shorts, skirts, socks, tops	Pending
Dolphin Tale (and Design)	Alcon Entertainment, LLC	ITU	85226877	1/26/2011	IC028 action skill games, attachable, wearable, magnetic toy figurines, bendable toys, board games, children's multiple activity toys, collectable toy figures, crib toys, electronic games other than those adapted for use with television receivers only, fantasy character toys,	Pending

Mark	Credit Party Registrant	Filing Basis	Serial Number or Registration Number	Filing Date or Registration Date	Goods/Services	Status
					infant toys, inflatable bath toys, inflatable toys, molded toy figures, party games, plastic character toys, plush toys, positionable three dimensional toys for use in games, puzzle games, rubber character toys, soft sculpture toys, stuffed and plush toys, tabletop games, toy animals, toy figures, water toys.	
Dolphin Tale	Alcon Entertainment, LLC	ITU	85219340	1/17/2011	IC014 Jewelry	Pending
Dolphin Tale	Alcon Entertainment, LLC	ITU	85219325	1/17/2011	IC016 calendars, decorative decals for vehicle windows, decorative paper centerpieces, metallic paper party decorations, note paper, novelty identification cards, occasion cards, paper bags and sacks, paper cake decorations, paper party decorations, posters	Pending
Dolphin Tale	Alcon Entertainment, LLC	ITU	85219315	1/17/2011	IC028 bathtub toys, bendable toys, children's multiple activity toys, dolls and doll accessories, namely, clothing for dolls, doll rooms, doll beds, doll houses, toy fabrics and linens for dolls and strollers for dolls, inflatable ride-on toys, plush toys, positionable toy figures, stuffed	Pending

Mark	Credit Party Registrant	Filing Basis	Serial Number or Registration Number	Filing Date or Registration Date	Goods/Services	Status
					and plush toys, toy action figures, toy animals, toy clocks and watches, toy figures, toys, namely, children's dress-up accessories, water toys	
Dolphin Tale	Alcon Entertainment, LLC	ITU	85219258	1/17/2011	IC025 bottoms, coats, gloves, hats, jackets, pants, shirts, skirts and dresses, sleeping garments, socks, tops, underwear	Pending
Dolphin Tale (and Design)	Alcon Entertainment, LLC	ITU	85227150	1/26/2011	IC024 bath towels, bed linen and table linen, bedspreads, children's towels, comforters	Pending
Dolphin Tale (and Design)	Alcon Entertainment, LLC	ITU	85227133	1/26/2011	IC018 Handbags; Leather bags, suitcases and wallets; Luggage; Purses; Sack packs, namely, drawstring bags used as backpacks	Pending

Schedule B
to Trademark Security Agreement

TRADEMARK LICENSES

DB1/ 67604072.2