

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		RELEASE BY SECURED PARTY	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE BANK OF NEW YORK, LONDON BRANCH		05/31/2005	Bank:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GULLANE ENTERTAINMENT INC. (now known as HIT Entertainment Inc.)		
<b>Street Address:</b>	1209 Orange Street		
<b>City:</b>	Wilmington,		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2345259	DAY OUT WITH THOMAS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)310-8007		
<b>Phone:</b>	212-735-4559		
<b>Email:</b>	vindra.richter@weil.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Vindra Richter c/o Weil et al		
<b>Address Line 1:</b>	767 Fifth Ave.		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	52930.0038/HAHN/REL/VR		
<b>NAME OF SUBMITTER:</b>	Vindra Richter		
<b>Signature:</b>	/vindra richter/		

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**TRADEMARK**  
 REEL: 004701 FRAME: 0961

Date:

01/20/2012

**Total Attachments: 20**

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**GLOBAL DEED OF RELEASE**

**THIS DEED OF RELEASE** is made the 31<sup>st</sup> day of May 2005

**BY:**

- (1) **THE BANK OF NEW YORK, LONDON BRANCH** as collateral agent (the "**Collateral Agent**")

in favour of

- (2) **THE COMPANIES LISTED IN SCHEDULE 1** (each a "**Company**", together the "**Companies**")

**WHEREAS**

- (A) The institutions listed on Schedule 2 are holders of the aggregate amount of U.S.\$51,500,000 4.90% Senior Secured Notes, Series A, due September 29, 2010 (the "**Series A Notes**"; the holders thereof the "**Series A Noteholders**"), U.S.\$40,500,000 5.43% Senior Secured Notes, Series B, due September 29, 2013 (the "**Series B Notes**"; the holders thereof the "**Series B Noteholders**") and U.S.\$25,000,000 Floating Rate Senior Secured Notes, Series C, due September 29, 2027 (the "**Series C Notes**"; the holders thereof the "**Series C Noteholders**") of HIT Entertainment Finance Limited (the "**Issuer**"), issued pursuant to a Note Purchase Agreement, dated September 29, 2003 (the "**Note Purchase Agreement**"). Pursuant to the Note Purchase Agreement the Guarantors agreed to guarantee the obligations of the Issuer and each other Obligor under the Financing Agreements. The Series A Notes, Series B Notes and Series C Notes are collectively referred to herein as the "**Notes**"; and the Series A Noteholders, Series B Noteholders and Series C Noteholders are collectively referred to herein as the "**Noteholders**".
- (B) By certain Collateral Documents (including, without limitation, those listed in Schedule 3 hereto) made between the certain of the Companies and the Collateral Agent, those Companies granted security for the [Secured Obligations]<sup>1</sup> (as defined in each of the Collateral Documents) in favour of the Collateral Agent.
- (C) Pursuant to an Amendment Agreement dated as of May 20, 2005, entered into by each Series A Noteholder, each Series B Noteholder and HIT Entertainment PLC (now HIT Entertainment Limited) ("**HIT Entertainment**"), the Series A Noteholders and Series B Noteholders agreed to reduce the minimum prepayment notice period under Section 8.2(a) of the Note Purchase Agreement to 3 Business Days.
- (D) Pursuant to a letter agreement dated as of March 10, 2005, entered into by each Series C Noteholder and HIT Entertainment, the Series C Noteholders agreed that the Series C Notes may be prepaid upon three Business Days prior notice at any time on or after the acquisition or all or substantially all of the shares or assets of HIT Entertainment by an investor group which includes one or more affiliates of Apax Partners.

<sup>1</sup> A&O please confirm that this is the defined term used in each Collateral Document.

- (E) HIT Entertainment gave notice the Noteholders on May 25, 2005 that the total aggregate principal amount of the Notes, together with the Make-Whole Amount due in connection with such prepayment, will be prepaid on June 1, 2005.
- (F) The Companies have requested the release of the Liens created by or pursuant to the Collateral Documents and the release of each Obligor from all of its obligations under the Financing Agreements upon the terms and conditions of this deed.
- (G) This deed is supplemental to each of the Collateral Documents.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

Terms defined in the Note Purchase Agreement shall, unless otherwise defined in this deed, have the same meaning in this deed. Additionally:

**"Effective Date"** means 1 June 2005 provided that on or before that date all of the following conditions have been satisfied:

- (a) the Noteholders have received in cleared funds on an unconditional basis the full principal amount of the Notes, together with accrued interest thereon and the Make-Whole Amount, being the sums set forth on Schedule 4; and
- (b) The Collateral Agent has received from each Noteholder confirmation that all obligations owed to such Noteholder in respect of the Financing Agreements are discharged in full.

**2. RELEASE**

2.1 The Collateral Agent confirms that on and with effect from the Effective Date it irrevocably and unconditionally:

2.1.1 releases all the Companies' assets and undertaking from the Liens constituted by the Collateral Documents, including without limitation those set forth in Schedule 3 hereto; and

2.1.2 reassigns all the assets and undertaking of each Company assigned to the Collateral Agent by or pursuant to the Collateral Documents and retransfers to the Companies all right, interest and title of the Collateral Agent in and to all the assets and undertaking the subject of those Liens.

2.2 The Collateral Agent shall send a notice by facsimile (with a copy by email) to the Issuer (to the fax number and email address separately advised) confirming that the Effective Date has occurred promptly upon receipt by the Collateral Agent of the confirmations referred to in clause (b) of the definition of "Effective Date".

2.3 The Collateral Agent confirms that it holds no possessory collateral (including, without limitation, original share certificates and blank share transfer forms) in connection with the Collateral Documents.

3. **FURTHER ASSURANCE**

The Collateral Agent shall (at the cost and expense and request of the Companies) do all things and execute all documents as may reasonably be necessary or desirable to give effect to or evidence this release, reassignment and retransfer.

4. **EXPENSES**

HIT Entertainment PLC will, within 5 business days of demand, pay all costs and expenses reasonably incurred (including legal fees) together with any VAT thereon in connection with this Deed by the Collateral Agent or any person appointed by the Collateral Agent.

5. **MISCELLANEOUS**

5.1 A person who is not party to this deed may not enforce or enjoy the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999.

5.2 This deed may be executed in any number of counterparts and all of those counterparts taken together will be deemed to constitute one and the same instrument.

5.3 This deed is governed by English law.

5.4 If the Effective Date has not occurred on 1 June 2005 then this Deed shall be terminated and no release referred to in Clause 2 above shall be effective.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF this deed has been executed by the Collateral Agent and is intended to be and is hereby delivered on the date specified above.

**EXECUTED and DELIVERED**

as a Deed by

*[Handwritten signature]*

for and on behalf of

**THE BANK OF NEW YORK, LONDON BRANCH**

as Collateral Agent

**WE AGREE TO THE ABOVE**

.....  
for and on behalf of

**HIT ENTERTAINMENT LIMITED**

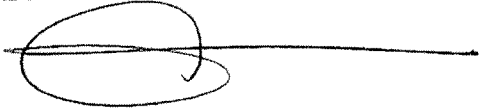
**IN WITNESS WHEREOF** this deed has been executed by the Collateral Agent and is intended to be and is hereby delivered on the date specified above.

**EXECUTED and DELIVERED**

as a Deed by

.....  
for and on behalf of  
**THE BANK OF NEW YORK, LONDON BRANCH**  
as Collateral Agent

**WE AGREE TO THE ABOVE**

  
.....  
for and on behalf of  
**HIT ENTERTAINMENT LIMITED**

*James Bull*

TRADEMARK  
REEL: 004701 FRAME: 0968



**SCHEDULE 1**  
**LIST OF COMPANIES<sup>2</sup>**

HIT Entertainment PLC

Lyrick Corporation

Lyrick Studios, Inc.

Joker, Inc.

Gullane Entertainment Inc.

Guinness World Records Limited

Gullane Entertainment Limited

Gullane (Thomas) Limited

<sup>2</sup> A&O please confirm that this is a full list of Obligors



**SCHEDULE 2**

**Noteholders**

The Northwestern Mutual Life Insurance Company

The Travelers Insurance Company

The Travelers Life and Annuity Company

Nationwide Life Insurance Company

Nationwide Mutual Insurance Company

Nationwide Life and Annuity Insurance Company

Nationwide Indemnity Company

Modern Woodmen of America

West American Insurance Company

Guardian Life Insurance Company of America

Berkshire Life Insurance Company of America

The Northwestern Mutual Life Insurance Company

Beneficial Life Insurance Company

GE Life and Annuity Assurance Company

GE Capital Assurance Company

Medical Protective Company

Union Fidelity Life Insurance Company



### SCHEDULE 3

#### Collateral Agreements<sup>3</sup>

1. [Debenture dated 6 September 2002 by HIT Entertainment PLC in favour of Barclays Bank PLC as Security Trustee.
2. Pledge and Security Agreement dated as of 6 September 2002 by Lyrick Corporation, Lyrick Studios, Inc. and Joker, Inc. in favour of Barclays Bank PLC as Secured Party.
3. Copyright Security Agreement dated as of 6 September 2002 by Joker, Inc. in favour of Barclays Bank PLC as Secured Party.
4. Trademark Security Agreement dated as of 6 September 2002 by Joker, Inc. in favour of Barclays Bank PLC as Secured Party.
5. Copyright Security Agreement dated as of 6 September 2002 by Lyrick Studios, Inc. in favour of Barclays Bank PLC as Secured Party.
6. Trademark Security Agreement dated as of 6 September 2002 by Lyrick Studios, Inc. in favour of Barclays Bank PLC as Secured Party.
7. Joinder Agreement dated as of February 14, 2003 by Gullane Entertainment Inc. in favour of Barclays Bank PLC as Secured Party.
8. Copyright Security Agreement dated as of February 14, 2003 by Gullane Entertainment Inc. in favour of Barclays Bank PLC as Secured Party.
9. Trademark Security Agreement dated as of February 14, 2003 by Gullane Entertainment Inc. in favour of Barclays Bank PLC as Secured Party.
10. Debenture dated February 14, 2003 by Guinness World Records Limited in favour of Barclays Bank PLC as Security Trustee.
11. Debenture dated February 14, 2003 by Gullane Entertainment Limited in favour of Barclays Bank PLC as Security Trustee.
12. Debenture dated February 14, 2003 by Gullane (Thomas) Limited in favour of Barclays Bank PLC as Security Trustee.
13. Account Control Agreement in respect of Lyrick Studios, Inc. account number 36000768580 maintained with JPMorgan Chase Bank.
14. Account Control Agreement in respect of Lyrick Corporation account number 08805021159 maintained with JPMorgan Chase Bank.
15. Account Control Agreement in respect of Joker, Inc. account number 36006310585 maintained with JPMorgan Chase Bank.

<sup>3</sup> A&O please provide complete list of Collateral Agreements. The above list is the list of Barclays security documents, which we have left here as a reference placeholder.

16. Account Control Agreement in respect of Gullane Entertainment Inc. account number 455-500835165 maintained with JPMorgan Chase Bank.
17. Account Control Agreement in respect of Gullane Entertainment Inc. account number 455-500835365 maintained with JPMorgan Chase Bank.]



**SCHEDULE 4**

See attached spreadsheet.



Schedule of Released Trademarks

**REEL/FRAME:** 2840/0338  
**ASSIGNOR:** GULLANE ENTERTAINMENT, INC.  
**ASSIGNEE:** THE BANK OF NEW YORK, LONDON BRANCH

Title	Application Number	Registration Number	Current Status
DAY OUT WITH THOMAS	75693035	2345259	Registered

**REEL/FRAME:** 2626/0842  
**ASSIGNOR:** HIT ENTERTAINMENT PLC  
**ASSIGNEE:** BARCLAYS BANK PLC

Title	Application Number	Registration Number	Current Status
BOB THE BUILDER	75719345	2713778	Registered
BOB THE BUILDER	75719346	2759172	Registered
CAN WE FIX IT? YES WE CAN!	76226916	2732889	Registered
CAN WE FIX IT?	76226917	2869982	Registered
RUBBADUBBERS	76366665	2851409	Registered
DESIGN ONLY	76396551	2831305	Registered
ANGELINA BALLERINA	76457718	2752592	Registered
DESIGN ONLY	76462812	2752683	Registered

**REEL/FRAME:** 2627/0841  
**ASSIGNOR:** HIT ENTERTAINMENT PLC  
**ASSIGNEE:** BARCLAYS BANK PLC

Title	Application Number	Registration Number	Current Status
BOB THE BUILDER	75719345	2713778	Registered
BOB THE BUILDER	75719346	2759172	Registered
CAN WE FIX IT? YES WE CAN!	76226916	2732889	Registered



Title	Application Number	Registration Number	Current Status
CAN WE FIX IT?	76226917	2869982	Registered
2851409	76366665	2851409	Registered
DESIGN ONLY	76396551	2831305	Registered
ANGELINA BALLERINA	76457718	2752592	Registered
DESIGN ONLY	76462812	2752683	Registered

REEL/FRAME: 2301/0487

ASSIGNOR: GULLANE ENTERTAINMENT, INC.

ASSIGNEE: BARCLAYS BANK PLC

Title	Application Number	Registration Number	Current Status
SHINING TIME STATION	74800038	1621671	Registered
DAY OUT WITH THOMAS	75693035	2345259	Registered

REEL/FRAME: 2679/0299

ASSIGNOR: GULLANE ENTERTAINMENT, INC.

ASSIGNEE: BARCLAYS BANK PLC

Title	Application Number	Registration Number	Current Status
SHINING TIME STATION	74800038	1621671	Registered
DAY OUT WITH THOMAS	75693035	2345259	Registered

REEL/FRAME: 2678/0840

ASSIGNOR: GULLANE ENTERTAINMENT LIMITED

ASSIGNEE: BARCLAYS BANK PLC

Title	Application Number	Registration Number	Current Status
BRITT BRITT ALLCROFT	74616186	1992552	Registered

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**REEL/FRAME:** 1768/0674  
**ASSIGNOR:** BRITT ALLCROFT, INC.  
**ASSIGNEE:** BARCLAYS BANK PLC

Title	Application Number	Registration Number	Current Status
SHINING TIME STATION	74800038	1621671	Registered

