

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cookie Jar Entertainment Inc.		04/26/2012	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Agent
Street Address:	20 King Street West. 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	a Canadian chartered bank: CANADA

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	1968662	INSPECTOR GADGET
Registration Number:	3287154	COOKIE JAR
Registration Number:	3278059	COOKIE JAR
Registration Number:	3278054	SPIDER RIDERS
Registration Number:	3145571	COOKIE JAR
Registration Number:	3145570	COOKIE JAR
Registration Number:	3145569	COOKIE JAR
Registration Number:	3628853	COOKIE JAR
Registration Number:	3628852	COOKIE JAR
Registration Number:	3200793	THE DOODLEBOPS
Registration Number:	3616052	DOODLEBOPS
Registration Number:	3402924	SPIDER RIDERS
Registration Number:	3812784	INSPECTOR GADGET
Registration Number:	4045832	JAROO

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Registration Number:	3807978	COOKIE JAR TV
Registration Number:	3807977	COOKIE JAR TV
Registration Number:	3626728	COOKIE JAR
Registration Number:	3951183	KUNG FU DINO POSSE
Registration Number:	3825560	MAGI-NATION
Registration Number:	3727064	MAGI-NATION
Registration Number:	3709271	WORLD OF QUEST
Registration Number:	3750218	WILL & DEWITT
Registration Number:	3750217	WILL & DEWITT
Registration Number:	2521139	MAGI-NATION
Serial Number:	85486122	DR. DIMENSIONPANTS
Serial Number:	85486118	DR. DIMENSIONPANTS
Serial Number:	85432824	ELLA THE ELEPHANT
Serial Number:	85188090	DEBRA!
Serial Number:	85188084	DEBRA!
Serial Number:	77842526	MUDPIT
Serial Number:	77842517	MUDPIT
Serial Number:	77288381	WORLD OF QUEST

**CORRESPONDENCE DATA**

Fax Number: 9497200182  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: (949) 224-6291  
Email: trademark@buchalter.com  
Correspondent Name: Farah P. Bhatti, Esq.  
Address Line 1: 18400 Von Karman Avenue, Suite 800  
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: B1024-0004

**DOMESTIC REPRESENTATIVE**

Name: Anthony R. Callobre  
Address Line 1: 1000 Wilshire Blvd, Suite 1500  
Address Line 4: Los Angeles, CALIFORNIA 90017

NAME OF SUBMITTER: Farah P. Bhatti, Esq.

Signature: /Farah P. Bhatti/

Date:

**TRADEMARK**  
**REEL: 004768 FRAME: 0969**

05/01/2012

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

### (TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, the Pledgor signatory hereto (the "Pledgor"), now owns or holds 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 or deletion of Trademarks subsequently registered or otherwise adopted or acquired, or disposed of or abandoned;

WHEREAS, pursuant to that certain Fifth Amended and Restated Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of April 26, 2012, by and among Cookie Jar Entertainment Inc., a corporation incorporated under the laws of Canada, as borrower (the "Borrower"), 4116372 Canada Inc., a corporation incorporated under the laws of Canada, as the parent of the Borrower, the financial institutions from time to time a party thereto (each, a "Lender" and collectively, the "Lenders"), and Royal Bank of Canada in its capacity as administrative agent for the Lenders (the "Agent"), the Lenders are making certain credit facilities available to the Borrower;

WHEREAS, 3918203 Canada Inc. (predecessor of the Pledgor) has entered into that certain General Security Agreement dated March 15, 2004, by and among 3918203 Canada Inc. (predecessor of the Pledgor) and the Agent, as confirmed by the Confirmation and Agreement Regarding Guarantee and Security dated March 15, 2004 and as further amended and confirmed by the Confirmation and Agreement Regarding Guarantees and Security dated November 26, 2004 and as further amended and confirmed by the Acknowledgement, Confirmation and Amendment of Guarantee and Security dated July 22, 2008 (as each may have been amended, restated, supplemented or otherwise modified from time to time, collectively, the "Existing Security Agreement");

WHEREAS, the Credit Agreement provides, as a condition to the availability of the credit facilities referred to above, that the Pledgor enters into that certain Acknowledgment and Confirmation of Subsidiary Guarantee and Security (as amended, restated, supplemented or otherwise modified from time to time, the "Canadian Confirmation Agreement"), dated as of April 26, 2012, between the Pledgor, each of the Guarantors (as defined therein) and the Agent, pursuant to which, inter alia, the Pledgor has reaffirmed its grant under the Existing Security Agreement to the Agent (for the benefit of itself and the Lenders) of a security interest in all personal property of the Pledgor whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of the Pledgor in, to and under all of the Pledgor's Trademarks and Trademark licenses, whether now owned, presently existing

or hereafter arising, adopted or acquired and whether or not in possession of the Pledgor, 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 under and in connection with the Credit Agreement;

WHEREAS, the Existing Security Agreement as amended by the Canadian Confirmation Agreement shall be referred to hereinafter as the "Security Agreement"; and

WHEREAS, the Agent and the Pledgor 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 Pledgor does hereby grant to the Agent (for the benefit of itself and the Lenders), as security for its obligations under and in connection with its guaranty of the obligations under the Security Agreement, 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 (i-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 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; and
- (iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the 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.

The Pledgor agrees to deliver updated copies of Schedule A to the Agent at the end of any quarter in which the Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto, or divests itself of any Trademark listed on Schedule A hereto and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgor, such further instruments or documents (in form and substance reasonably satisfactory to the Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the 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 Agent, to carry out the provisions and purposes of the Credit Agreement, the Security Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Agent (for the benefit of itself and the Lenders) granted pursuant to the Security Agreement, Trademark Security Agreement, and any other Credit Documents (as defined in the Credit Agreement) in the Trademark Collateral or any portion thereof.

This security interest is granted in conjunction with the security interests granted to the Agent (for the benefit of itself and the Lenders) pursuant to the Security Agreement. The parties do hereby further acknowledge and affirm that the rights and remedies of the Agent (for the benefit of itself 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, and are subject to the limitations 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 under and as defined in the Credit Agreement have terminated and all obligations have been indefeasibly paid in full and performed, the Agent (on behalf of itself and the Lenders) shall execute and deliver to the Pledgor, at the Pledgor's reasonable 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 Agent (for the benefit of itself and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Agent pursuant to the terms hereof or of the Security Agreement.

Subject to the terms and conditions of the Security Agreement, the Agent (on behalf of itself and the Lenders) agrees that there will be no assignment or other encumbrance of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur and be continuing an Event of Default and the Agent gives written notice to the Pledgor of its intention to enforce its rights against any of the Trademark Collateral.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of this Trademark Security Agreement, the Security Agreement and the other Credit Documents executed by the Pledgor, the Pledgor may (i) use, license and exploit the Trademark Collateral in any lawful manner permitted hereunder, under the Security Agreement and the other Credit Documents, and (ii) dispose of and/or abandon the Trademark Collateral as expressly permitted hereunder, under the Security Agreement and the other Credit Documents.

Any notice, request, demand or other communication hereunder shall be given in writing and shall be either personally delivered, transmitted by facsimile, or sent by United States certified mail, return receipt requested, postage prepaid, and shall be effective (a) on the day when personally served, including delivery by overnight mail and courier service, (b) on the third day after its deposit in the United States mail, and (c) on the business day of confirmed facsimile transmission. The respective addresses of the Pledgor and the Agent (until notice of a change thereof is served as provided in this paragraph) shall be as follows:

If to the Pledgor:

c/o Cookie Jar Entertainment Inc.  
266 King Street West  
Suite 200  
Toronto, ON  
M5V 1H8  
Attn: Chief Financial Officer

If to the Agent:

Royal Bank of Canada,  
as Administrative Agent  
20 King Street West  
4<sup>th</sup> Floor  
Toronto, ON  
M5H 1C4

Facsimile: (416) 977-4526

Attn: Manager, Agency  
Facsimile: (416) 842-4023

**THIS TRADEMARK SECURITY AGREEMENT SHALL 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 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.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement.

This Trademark Security Agreement is dated as of April 26, 2012.

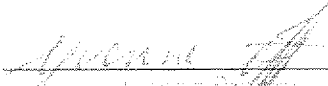
*[Remainder of page intentionally left blank; signature pages follow.]*





**ACCEPTED AND ACKNOWLEDGED BY:**

**ROYAL BANK OF CANADA,**  
as Agent

By:   
Name: Lynda B. Gier  
Title: Manager Agent

**SCHEDULE A**

**TRADEMARKS and TRADEMARK APPLICATIONS**

<b>No.</b>	<b>Trademark</b>	<b>Trademark No./ Application No.</b>	<b>File Date/ Issue Date</b>	<b>Pledgor</b>
1.	<b>INSPECTOR GADGET</b>	1,968,662	April 16, 1996	Cookie Jar Entertainment Inc.
2.	<b>DR. DIMENSIONPANTS</b> Block Letters	85-486,122	December 2, 2011	Cookie Jar Entertainment Inc.
3.	<b>DR. DIMENSIONPANTS</b> Block Letters	85-486,118	December 2, 2011	Cookie Jar Entertainment Inc.
4.	<b>ELLA THE ELEPHANT</b> Block Letters	85-432,824	September 27, 2011	Cookie Jar Entertainment Inc.
5.	<b>DEBRA!</b> Block Letters	85-188,090	December 1, 2010	Cookie Jar Entertainment Inc.
6.	<b>DEBRA!</b> Block Letters	85-188,084	December 1, 2010	Cookie Jar Entertainment Inc.
7.	<b>COOKIE JAR</b> and Design	3,287,154	August 28, 2007	Cookie Jar Entertainment Inc.
8.	<b>COOKIE JAR</b> and Design	3,278,059	August 7, 2007	Cookie Jar Entertainment Inc.
9.	<b>SPIDER RIDERS</b> Block Letters	3,278,054	August 7, 2007	Cookie Jar Entertainment Inc.
10.	<b>COOKIE JAR</b> and Design	3,145,571	September 19, 2006	Cookie Jar Entertainment Inc.
11.	<b>COOKIE JAR</b> and Design	3,145,570	September 19, 2006	Cookie Jar Entertainment Inc.
12.	<b>COOKIE JAR</b> and Design	3,145,569	September 19, 2006	Cookie Jar Entertainment Inc.

Schedule

No.	Trademark	Trademark No./ Application No.	File Date/ Issue Date	Pledgor
13.	<b>COOKIE JAR</b> and Design	3,628,853	May 26, 2009	Cookie Jar Entertainment Inc.
14.	<b>COOKIE JAR</b> and Design	3,628,852	May 26, 2009	Cookie Jar Entertainment Inc.
15.	<b>THE DOODLEBOPS</b> Block Letters	3,200,793	January 23, 2007	Cookie Jar Entertainment Inc.
16.	<b>THE DOODLEBOPS</b> Block Letters	3,616,052	May 5, 2009	Cookie Jar Entertainment Inc.
17.	<b>SPIDER RIDERS</b> Block Letters	3,402,924	March 25, 2008	Cookie Jar Entertainment Inc.
18.	<b>MUDPIT</b> Block Letters	77-842,526	October 6, 2009	Cookie Jar Entertainment Inc.
19.	<b>MUDPIT</b> Block Letters	77-842,517	October 6, 2009	Cookie Jar Entertainment Inc.
20.	<b>INSPECTOR GADGET</b> Block Letters	3,812,784	July 6, 2010	Cookie Jar Entertainment Inc.
21.	<b>JAROO</b> Block Letters	4,045,832	October 25, 2011	Cookie Jar Entertainment Inc.
22.	<b>COOKIE JAR TV</b> Block Letters	3,807,978	June 22, 2010	Cookie Jar Entertainment Inc.
23.	<b>COOKIE JAR TV</b> Block Letters	3,807,977	June 22, 2010	Cookie Jar Entertainment Inc.
24.	<b>COOKIE JAR</b> Block Letters	3,626,728	May 26, 2009	Cookie Jar Entertainment Inc.
25.	<b>KUNG FU DINO POSSE</b> Block Letters	3,951,183	April 26, 2011	Cookie Jar Entertainment Inc.
26.	<b>MAGI-NATION</b> Block Letters	3,825,560	July 27, 2010	Cookie Jar Entertainment Inc.
27.	<b>MAGI-NATION</b> Block Letters	3,727,064	December 22, 2009	Cookie Jar Entertainment Inc.
28.	<b>WORLD OF QUEST</b> Block Letters	3,709,271	November 10, 2009	Cookie Jar Entertainment Inc.
29.	<b>WORLD OF QUEST</b> Block Letters	77-288,381	September 25, 2007	Cookie Jar Entertainment Inc.

Schedule

No.	Trademark	Trademark No./ Application No.	File Date/ Issue Date	Pledgor
30.	<b>WILL &amp; DEWITT</b> Block Letters	3,750,218	February 16, 2010	Cookie Jar Entertainment Inc.
31.	<b>WILL &amp; DEWITT</b> Block Letters	3,750,217	February 16, 2010	Cookie Jar Entertainment Inc.
32.	<b>MAGI-NATION</b>	2,521,139	December 18, 2001	Cookie Jar Entertainment Inc.

Schedule

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RECORDED: 05/01/2012

**TRADEMARK**  
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