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To the Director of the U. S. Patent and Trademark Office, or to the address(es) of the documents or the new address(es) below.

(700489723)
7-18-12



1. Name of conveying party(ies):

Chorion Rights Limited
Chorion (IP) Limited

- Individual(s)
- Partnership
- Corporation- State: England & Wales
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 7, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Classic Media Distribution Ltd.

Street Address: 3rd Floor, Royalty House, 72-74 Dean St.

City: London

State: _____

Country: United Kingdom Zip: W1D 3SG

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship England & Wales
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sonja Keith, Esq.

Internal Address: Classic Media, LLC

Street Address: 85 5th Avenue, 6th Floor

City: New York

State: New York Zip: 10003

Phone Number: 212-659-1954

Docket Number: _____

Email Address: sk@classicmedia.tv

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$165.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 502013

Authorized User Name Classic Media, Inc.

9. Signature:

Sonja Keith
Signature

8/2/2012

Date

Sonja Keith, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Question 4B – Registration Numbers

2253850	NODDY
2570490	NODDY
3923619	NODDY
3960260	Noddy character design
3188416	TOYLAND
3088994	TOYLAND

TRAVERS SMITH

DATED *7th March* 2012

- (1) CHORION RIGHTS LIMITED
- (2) CHORION (IP) LIMITED
- (3) CLASSIC MEDIA DISTRIBUTION LIMITED

**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY
RELATING TO THE "NODDY" BRAND**

Travers Smith LLP
10 Snow Hill London EC1A 2AL
www.traverssmith.com

THIS DEED is made on

7th March

2012.

BETWEEN:

- (1) **CHORION RIGHTS LIMITED** (registered in England and Wales under number 0480356) having its registered office at 4th Floor, Aldwych House, 81 Aldwych, London, WC2B 4HN ("CRL");
- (2) **CHORION (IP) LIMITED** (registered in England and Wales under company number 03550590) having its registered office at 4th Floor, Aldwych House, 81 Aldwych, London, United Kingdom, WC2B 4HN ("CHOIP" and together with CRL the "Assignors"); and
- (3) **CLASSIC MEDIA DISTRIBUTION LIMITED** (registered in England and Wales under company number 02626682) having its registered office at 3RD Floor Royalty House, 72-74 Dean Street, London, W1D 3SG ("Buyer/Assignee").

BACKGROUND

- (A) The Assignors own certain IPR relating exclusively to the Business and the "Noddy" brand that is transferring under the BPA, which have not been transferred under those agreements.
- (B) CRL owns various IPR relating exclusively to the "Noddy" brand by virtue of its ownership and operation of the Business.
- (C) It is the belief of the Assignors that CHOIP does not own any meaningful IPR in relation to the Business. However, the parties acknowledge the possibility that CHOIP may have acquired IPR that relate to the Business in its capacity as an employer of Group personnel.
- (D) Pursuant to the BPA (and in consideration of the respective obligations assumed under the BPA), the Assignors and the Assignee have agreed that the IPR referred to in (A) above shall be assigned by the Assignors to the Assignee on the terms set out in this Deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised terms not defined in this Deed shall have the meanings given to them in the BPA. In this Deed, save as otherwise specifically provided, the following words have the following meanings:

"**Business**" means as defined in the BPA;

"**Business IPR**" means all IPR relating exclusively to the Business and the brand "Noddy", including without limitation: (i) the registered IPR and domain names set out in the Schedule of this Deed, (ii) all copyright subsisting in the books, stories and articles created by Enid Blyton that feature the character "Noddy"; (iii) all copyright subsisting in the original "Noddy" drawings by Van der Beek assigned to CRL under a letter agreement dated 27 May 1992 from BBC Worldwide Limited (acting under its former name, BBC Enterprises Limited); (iv) all copyright subsisting in the Series; (v) all and any other IPR that relates to the character "Noddy" that was assigned to CRL by BBC Worldwide Limited by virtue of a Letter Agreement dated 23 November 2001; and (vi) all and any other IPR that relates to the character "Noddy" and subsists in the Assignors;

"**BPA**" means the Business Purchase Agreement dated on the date hereof between (1) the CRL and (2) Buyer;

"Domain Name Transfer Formalities" means all formalities that are reasonably required to transfer the domain names listed in the Schedule and the registrations thereof to the Assignee, including the change of the registrant name to the name of the Assignee;

"Deed" means this deed of assignment of IPR;

"Group" means the Assignors, any parent undertaking of either of the Assignors and any subsidiary undertaking of the Assignors or such parent undertaking from time to time; and

"IPR" means design rights, trade marks and service marks (in each case whether registered or not), goodwill, registered designs, copyrights, rights in databases, utility models, rights in confidential information, know-how and trade secrets, business or brand names, domain names, and all similar property rights anywhere in the world, in each case whether or not registered or registrable and including applications and rights to apply for protection, renewal or extension of any such rights.

"Series" means all television programmes featuring the character Noddy the rights in which are owned by CRL and which were commissioned, completed and first broadcast prior to the date of this Agreement, including all programmes appearing in one of the following series:

- (a) The Adventures of Noddy (1955-1963);
- (b) The Further Adventures of Noddy (1963-1975);
- (c) The Classic Adventures of Noddy (1975-1982);
- (d) Noddy's Toyland Adventures (Series 1-4, 1992-1999);
- (e) Make Way for Noddy (2002-2008);
- (f) Say it with Noddy (2006); and
- (g) Noddy in Toyland (2009-2011).

1.2 Interpretation

In this Deed (except where the context otherwise requires):

- 1.2.1** the index and clause headings are included for convenience only and shall not affect the interpretation of this Deed;
- 1.2.2** use of the singular includes the plural and vice versa;
- 1.2.3** reference to a party includes its successors and permitted assigns; and
- 1.2.4** reference to any agreement or other instrument shall, except where expressly provided to the contrary, include any amendment, variation or novation (in whole or in part).

2. ASSIGNMENT

2.1 CRL hereby assigns to the Buyer absolutely with full title guarantee all the right, title and interest which it owns in and to the Business IPR including in each case (to the extent that CRL possesses rights to the following or to do the following):

- 2.1.1** the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or

any other cause of action (including passing off) arising from ownership of the assigned IPR whether occurring before, on or after the date of this Deed;

- 2.1.2 all rights to apply for registered rights or protection of the assigned IPR in any country in the world;
 - 2.1.3 all rights to claim priority in the assigned IPR; and
 - 2.1.4 all rights to any extensions, renewals or amendments of or to the assigned IPR.
- 2.2 The assignment in clause 2.1 above is made subject to all licences and other permissions granted in writing to third parties by either of the Assignors in relation to the exploitation of the "Noddy" brand, the scope of some or all of which may incorporate the Business IPR, including without limitation all such licences and contracts appearing in the Data Site.
- 2.3 CHOIP hereby assigns to the Buyer absolutely with full title guarantee all the right, title and interest which it owns in and to the Business IPR including in each case (to the extent that CHOIP possesses rights to the following or to do the following):
- 2.3.1 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership of the assigned IPR whether occurring before, on or after the date of this Deed;
 - 2.3.2 all rights to apply for registered rights or protection of the assigned IPR in any country in the world;
 - 2.3.3 all rights to claim priority in the assigned IPR; and
 - 2.3.4 all rights to any extensions, renewals or amendments of or to the assigned IPR.
- 2.4 The assignment in clause 2.3 above is made subject to all licences and other permissions granted in writing to third parties by either of the Assignors in relation to the exploitation of the "Noddy" brand, the scope of some or all of which may incorporate the Business IPR, including without limitation all such licences and contracts appearing in the Data Site.

3. FURTHER ASSURANCE

- 3.1 Each of the Assignors shall, at the reasonable written request and cost and expense of the Assignee:
 - 3.1.1 render such assistance and execute any such further documentation which becomes necessary to give effect to the terms of clause 2.1 and 2.3 of this Deed including, where reasonably required, a power of attorney to execute such documents as may be required to effect the recordal of the assignments taking place under those clauses that remain outstanding prior to the relevant Assignor being wound up; and
 - 3.1.2 render such reasonable assistance as the Buyer needs to carry out the Domain Name Transfer Formalities as soon as reasonably practicable following the date of this Deed.

4. GENERAL

4.1 Waivers

No failure or delay by any party in exercising any right or remedy provided by law under or pursuant to this Deed shall impair such right or remedy or operate or be construed as a waiver

or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

4.2 Force Majeure

A party shall not be liable for failure or delay in performing any of its obligations under or pursuant to this Deed if such failure or delay is due to any cause whatsoever outside its reasonable control and it shall be entitled to a reasonable extension of the time for performing such obligations as a result of such cause.

4.3 Amendment

4.3.1 No variation of this Deed shall be valid unless it is in writing and signed by or on behalf of each party.

4.3.2 Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Deed, nor shall it affect any rights, obligations or liabilities under or pursuant to this Deed which have already accrued up to the date of variation, and the rights and obligations of the parties under or pursuant to this Deed shall remain in full force and effect, except and only to the extent that they are so varied.

4.4 Severability

If and to the extent that any provision of this Deed is held to be illegal, void or unenforceable, such provision shall be given no effect and shall be deemed not to be included in this Deed but without invalidating any of the remaining provisions of this Deed.

4.5 Entire Agreement

This Deed, the BPA and any other agreements referenced in the BPA (together the "Agreements") together set out the entire agreement and understanding between the parties in respect of the subject matter of this Deed. Each party individually agrees that:

4.5.1 it has not entered into this Deed in reliance upon any representation, warranty or undertaking of another party which is not expressly set out in the Agreements;

4.5.2 it shall not have any remedy in respect of misrepresentation or untrue statement made by the another party which is not contained in the Agreements; and

4.5.3 this clause shall not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

4.6 Counterparts

This Deed may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when executed and delivered shall be an original but all of which shall together constitute one and the same instrument.

4.7 Governing law and jurisdiction

4.7.1 This Deed, the relationship between the parties and any non-contractual rights and the performance of the obligations in connection with this Deed, shall be governed by, and interpreted in accordance with, English law.

4.7.2 Each of the parties agree that the courts of England are to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) which may arise

in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Deed or otherwise arising in connection with this Deed and for such purposes the parties irrevocably submit to the jurisdiction of the English courts.

4.8 No Third Party Rights

A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

IN WITNESS WHEREOF this Deed has been duly executed and delivered as a deed on the date set out above.

SIGNATORIES

Executed as a deed
by a duly authorised
director
For and on behalf of
CHORION RIGHTS LIMITED

mayor
.....

Witness Name

Henry Street
.....

Witness Address

*Andrew House, 81 Andrew Ct
W2B 4HN*
.....

Witness Signature

[Handwritten Signature]
.....

Executed as a deed
by a duly authorised
director
For and on behalf of
CHORION (IP) LIMITED

[Handwritten Signature]
.....

Witness Name

DAVID SANDEIRS
.....

Witness Address

*60 THREADNEEDLE STREET EC2R
8HP*
.....

Witness Signature

David Sandeirs
.....

Executed as a deed
by a duly authorised
director
For and on behalf of
**CLASSIC MEDIA
DISTRIBUTION LIMITED**

[Handwritten Signature]
.....

Witness Name


Nick Lightle
.....

Witness Address

85 Fish Ave., 6th Floor, NY, NY 10003
.....

Witness Signature

[Handwritten Signature]
.....

Trade Mark No	Trade Mark	Country	Class	Current Owner (or Applicant in the case of applications)	Name appearing on relevant trade mark registry	Registration date	Renewal date
1461859	NODDY	UK	20, 21, 24, 25, 27, 30	CRL	CRL	10.07.92	17.04.18
1491271	NODDY	UK	27	CRL	CRL	11.02.94	18.02.19
1518100	NODDY	UK	14, 16, 20	CRL	CRL	04.11.94	07.11.19
1537502	NODDY	UK	29	CRL	CRL	17.06.94	03.06.20
2046951	NODDY	UK	41	CRL	CRL	09.08.96	29.11.15
2253850	NODDY	United States	9, 35, 41	CRL	CRL	15.06.99	15.06.19
2570490	NODDY	United States	3, 9, 14, 16, 18, 20, 21, 24, 25, 27, 28, 41	CRL	CRL	21.05.02	21.05.12
3923619	NODDY	United States	35	CRL	CRL	22.02.11	22.02.21
3960260		United States	9, 16, 25, 28, 38, 41	CRL	CRL	17.05.11	17.05.21
337081	NODDY	Uruguay	9, 16, 25, 28, 41	CRL	EBL	10.06.02	10.06.12

Trade Mark No	Trade Mark	Country	Class	Current Owner (or Applicant in the case of applications)	Name appearing on relevant trade mark registry	Registration date	Renewal date
37676	TOYLAND	United Arab Emirates	9	CRL	EBL	19.04.03	LAPSE 31.03.12 ALLOWED TO LAPSE
3188416	TOYLAND	United States	28	CRL	CRL	26.12.06	26.12.16
3088994	TOYLAND	United States	9	CRL	CRL	09.05.06	09.05.16
337080	TOYLAND	Uruguay	9, 16, 25, 28, 41	CRL	EBL	05.08.03	05.08.13

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