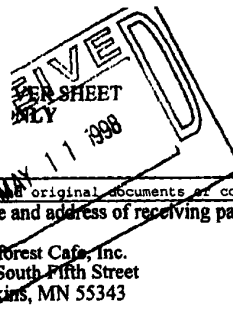


05-26-1998

FORM PTO-1594  
(Rev. 6-93) *5-11-98*  
OMB No. 0651-0011 (exp. 4/94)  
M&G 113564B-US-LA



100718046



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record and attach original documents or copy thereof.

1. Name of conveying party(ies):

DIC Productions, L.P.  
303 Glenoaks Boulevard  
Burbank, CA 91502

2. Name and address of receiving party(ies):

Rainforest Cafe, Inc.  
720 South Fifth Street  
Hopkins, MN 55343

- Individuals
- General Partnership
- Corporation-State of
- Other: \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: \_\_\_\_\_
- Merger
- Change of Name

Execution Date: January 5, 1998

- Individual(s) citizenship
- General Partnership
- Corporation-State of Minnesota
- Other: \_\_\_\_\_
- Association
- Limited Partnership

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

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

B. Trademark Reg. No.(s)

1,840,990

Additional numbers attached?  Yes  No

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

Name: Sandra Epp-Ryan  
Address: Merchant, Gould, Smith, Edell,  
Welter & Schmidt, P.A.  
3100 Norwest Center  
90 South Seventh Street  
Minneapolis, MN 55402-4131

6. Total number of applications and trademarks involved: 1

7. Total fee (37 CFR 3.41): \$40.00 *E*  
 Enclosed  
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Sandra Epp-Ryan  
Name of Person Signing

5/5/98  
Date

05/21/1998 TT0011 00000295 1840990

Total number of pages including cover sheet, attachments, and document: 3

01 FC1401

40.00 *E*

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK  
REEL: 1729 FRAME: 0515

EXHIBIT A

ASSIGNMENT

WHEREAS, DIC Productions, L.P. ("Assignor") a Delaware limited partnership having a business address of 303 Glencaks Boulevard, Burbank, California 91502, adopted the service mark "RAINFOREST ENTERTAINMENT" (the "Mark") at least as early as January 1992 and thereafter has made continuous use of said mark in commerce in connection with entertainment services, namely, television production and distribution;

WHEREAS, Assignor is the owner of the entire right, title and interest in the Mark, free and clear of any liens and encumbrances, and that Assignor is the owner of a federal trademark registration for the Mark, Registration No. 1,840,990, registered June 21, 1994; and

WHEREAS, Rainforest Cafe, Inc. ("Assignee") a Minnesota corporation having a business address of 720 South Fifth Street, Hopkins, Minnesota 55343, is desirous of acquiring all right, title and interest in and to said Mark and trademark registration, and associated goodwill;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto said Assignee, its successors or assigns, its entire right, title and interest, worldwide in and to said Mark, said U.S. registration and all common law trademark rights in said Mark, and with the goodwill and other incidents of its business associated with or symbolized by said Mark.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed by its duly authorized representative this 5<sup>TH</sup> day of January, 1998.

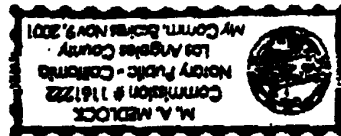
DIC PRODUCTIONS, L.P.

By: [Signature]  
Name: MILITARY RELATIONS  
Title: VP

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss.

On this 5th of January, 1998, before me personally appeared the person described in and who executed the foregoing instrument, and being first duly sworn, stated that he had authority to sign the above Agreement, on his Company's behalf and that he did so of his own free will, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

M. A. Medlock  
Notary Public



RECORDED: 05/11/1998

TRADEMARK  
REEL: 1729 FRAME: 0517