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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):  
**Lyrick Studios, Inc.**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State **Texas**  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: **Barclay's Bank PLC**

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: **5 The North Colonnade**  
City: **Canary Wharf State London** Zip: **E14 4BB**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other **English public limited company**

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

3. Nature of conveyance:

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

Execution Date: **April 27, 2001**

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

A. Trademark Application No.(s)  
**75690990**

B. Trademark Registration No.(s)  
**2200354    2152578    2061117**  
**2061094    2345879    2179461**

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: **7**

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

Name: **Cindy D. Carey**

Internal Address: **Clifford Chance Rogers & Wells**

Street Address: **200 Park Avenue**

City: **New York** State: **NY** Zip: **10166**

7. Total fee (37 CFR 3.41).....\$ **190**

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
**18-1843**

(Attach duplicate copy of this page if paying by deposit account)

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.*

**Cindy D. Carey**  
Name of Person Signing

*Cindy D. Carey*  
Signature

**7/19/01**  
Date

08/02/2001 DBYRNE 00000110 181843 75690990  
01 FC:481 40.00 CH  
02 FC:482 150.00 CH

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of April 27, 2001, by Lyrick Studios, Inc. (the "**Company**") and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to Section 7.13 of the Security Agreement referred to below (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of Barclays Bank plc, as security trustee for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "**Security Trustee**").

### **WITNESSETH:**

**WHEREAS**, pursuant to a Multicurrency Revolving Facility Agreement, dated February 8, 2001 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Facility Agreement**") between (1) HIT Entertainment PLC as Borrower (the "**Borrower**"), (2) certain subsidiaries of the Borrower as Guarantors, including the Company (the "**Guarantors**"), (3) certain financial institutions party thereto (the "**Lenders**"), (4) Barclays Bank plc as agent for the Lenders (in such capacity, the "**Agent**"), (5) the Security Trustee and (6) Barclays Capital as arranger (the "**Arranger**"), the Lenders have severally agreed to make available certain loan facilities upon the terms and subject to the conditions set forth therein; and

**WHEREAS**, the Grantors are Guarantors under the Facility Agreement pursuant to which they have guaranteed the obligations of the Borrower under the Finance Documents; and

**WHEREAS**, the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Security Trustee (the "**Security Agreement**") pursuant to which the Grantors are required to execute and deliver this Copyright Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders and the Security Trustee to enter into the Facility Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Security Trustee as follows:

### **Section 1 - Defined Terms**

Unless otherwise defined herein, terms defined in the Facility Agreement or in the Security Agreement and used herein have the meaning given to them in the Facility Agreement or in the Security Agreement.

### **Section 2 - Grant of Security Interest in Trademark Collateral**

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Security Trustee for the benefit of the Secured Parties, and grants to the Security Trustee for the benefit of the Secured Parties a lien on and

security interests in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**");

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

### **Section 3 - Security Agreement**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Security Trustee pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Security Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LYRICK STUDIOS, INC.


By:

  
Name: Stephen C. Ruffini  
Title: Chief Operating Officer

ACCEPTED AND AGREED:

BARCLAYS BANK PLC  
as Security Trustee

By:

  
Name: M. JOYNER  
Title: ASSOCIATE DIRECTOR