

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Tussauds Group Limited		04/27/2004	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Merrill Lynch International
Street Address:	Merrill Lynch Financial Centre, 2 King Edward Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC1A 1HQ
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1988312	MADAME TUSSAUD'S
Registration Number:	2301216	MADAME TUSSAUD'S

CORRESPONDENCE DATA

Fax Number: (212)859-4000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: carrie.kingsley@friedfrank.com
 Correspondent Name: Carrie B. Kingsley
 Address Line 1: One New York Plaza
 Address Line 2: 24th Floor
 Address Line 4: New York, NEW YORK 10004-1980

ATTORNEY DOCKET NUMBER:	13933-2
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DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:
 Address Line 3:

OP \$65.00 1988312

Address Line 4:

NAME OF SUBMITTER:

Carrie B. Kingsley

Total Attachments: 5

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TRADEMARK SECURITY INTEREST AGREEMENT

WHEREAS, **THE TUSSAUDS GROUP LIMITED**, a company incorporated in England and Wales (the "Grantor"), has made certain representations and warranties in the Security Agreement (as defined below) and related documents with respect to the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor, has entered into a Security Agreement, dated March 29, 2004 (the "Security Agreement"), in favor of **MERRILL LYNCH INTERNATIONAL**, as Security Agent (as defined in the Security Agreement) (the "Grantee");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Finance Parties (as defined in the Credit Agreement (defined in the Security Agreement)) a first priority fixed charge and continuing security interest in all right, title and interest (including by way of licence) of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Liabilities (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Finance Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the Finance Parties observance of the Secured Liabilities.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Interest Agreement to be duly executed by its officer thereunto duly authorized as of April __, 2004.

THE TUSSAUDS GROUP LIMITED, as Grantor

By: _____

Name:

Title:

MERRILL LYNCH INTERNATIONAL, as Security Agent and Grantee

By: G. Pearce

Name: G. PEARCE

Title: DIRECTOR OF DEBT MARKETS

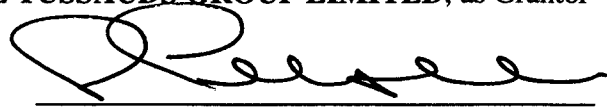
TRADEMARK

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Interest Agreement to be duly executed by its officer thereunto duly authorized as of April 27th . 2004.

THE TUSSAUDS GROUP LIMITED, as Grantor

By: _____



Name: **PETER THOMPSON**

Title: **DIRECTOR**

MERRILL LYNCH INTERNATIONAL, as Security Agent and Grantee

By: _____

Name:

Title:

SAVILLE & CO

NOTARIES

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London EC2V 7NA
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www.savillenotaries.com
mail@savillenotaries.com

Richard Saville
Ian Campbell
Sophie Jenkins
Ella Imison (ASSOCIATE)
Nicholas Thompson (ASSOCIATE)



TO ALL TO WHOM THESE PRESENTS SHALL COME, I
NICHOLAS ANDREW THOMPSON of the City of London
NOTARY PUBLIC by royal authority duly admitted and sworn
DO HEREBY CERTIFY the genuineness of the signature of
PETER WILLIAM PHILLIPSON at foot of the document
hereunto annexed, such signature having been this day
subscribe in my presence by the said Peter William Phillipson, a
director of THE TUSSAUDS GROUP LIMITED of London,
England.

IN FAITH AND TESTIMONY WHEREOF I the said notary
have subscribed my name and set and affixed my seal of office
at London aforesaid this twenty seventh day of April two
thousand and four.

N. Thompson

Schedule A

**THE TUSSAUDS GROUP LIMITED
UNITED STATES TRADEMARKS**

Registration Number or Application Number	Mark	State or Country	Registration Date
1,988,312	MADAME TUSSAUD'S	U.S.	7/23/96
2,301,216	MADAME TUSSAUD'S	U.S.	12/21/99