TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	06/01/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gaylord Production Company		06/01/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of Nova Scotia
Street Address:	P.O. Box 4085, Station A, 40 King St. West Scotia Plaza, 62nd Fl.
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5W 2X6
Entity Type:	Canadian Chartered Bank: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1469456	FAERIE TALE THEATRE

CH $40.00 1469456

CORRESPONDENCE DATA

Fax Number: (212)909-6836
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 909-6000
Email: trademarks@debevoise.com
Correspondent Name: Matthew Heintz
Address Line 1: Debevoise & Plimpton LLP, 919 Third Ave.
Address Line 4: New York, NEW YORK 10022

DOMESTIC REPRESENTATIVE

Name: Matthew Heintz
Address Line 1: Debevoise & Plimpton LLP, 919 Third Ave.
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Matthew Heintz
Signature:	/Matthew Heintz/
Date:	06/13/2005

Total Attachments: 4
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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of June 1, 2005, made by Gaylord Production Company, a Delaware corporation (the "Grantor"), to The Bank of Nova Scotia, a Canadian chartered bank (the "Lender"), under the Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Entertainment One Content Limited Partnership and ROW Limited Partnership, each a limited partnership formed pursuant to the laws of the Province of Ontario (the "Borrowers"), certain affiliates of the Borrowers and the Lender.

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to extend credit and other financial accommodations to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor and Content Acquisition Trust, a trust formed pursuant to the laws of the Province of Ontario, and others have executed and delivered to the Lender a Security Agreement, dated as of June 1, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor, as security for the payment or performance, as the case may be, in full of the Obligations, granted to the Lender, its successors and assigns a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, the defined terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business (if any), pursuant to the Security Agreement it has granted to the Lender a security interest in all of the Trademarks of the Grantor, including without limitation those listed on Schedule I hereto, as collateral security for the prompt

and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GAYLORD PRODUCTION COMPANY

By: _____
Name: Chris Jamieson
Title: Chief Financial Officer

By: _____
Name: Martin Kovnats
Title: Assistant Secretary

THE BANK OF NOVA SCOTIA,
as Lender

By: _____
Name: Daniel Grouix
Title: Director

By: _____
Name: Heather Wylie
Title: Associate

TRADEMARK
REEL: 003102 FRAME: 0706

SCHEDULE I

Trademarks

Trademark	Reg. No.	Reg. Date
Faerie Tale Theatre	1,469,456	December 15, 1987

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