

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MAC Film Producers, LLC		11/30/2009	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	38105 Mound Road, Suite 201
City:	Sterling Heights
State/Country:	MICHIGAN
Postal Code:	48310
Entity Type:	National Association: <i>United States</i>

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2698582	MY BEDBUGS
Registration Number:	3279012	J. EDGAR
Registration Number:	3387421	GOOBY
Registration Number:	3506970	TOOFY
Serial Number:	77022817	MY BEDBUGS
Serial Number:	77021922	MY BEDBUGS

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-739-5652
 Email: chowell@morganlewis.com
 Correspondent Name: Catherine R. Howell, Senior Paralegal
 Address Line 1: 1111 Pennsylvania Ave., N.W.; Attn: TMSU

Assignment

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004	
ATTORNEY DOCKET NUMBER:	066397-0419
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	02/02/2010
Total Attachments: 9 source=balloon#page1.tif source=balloon#page2.tif source=balloon#page3.tif source=balloon#page4.tif source=balloon#page5.tif source=balloon#page6.tif source=balloon#page7.tif source=balloon#page8.tif source=balloon#page9.tif	
RECEIPT INFORMATION	
ETAS ID:	TM163669
Receipt Date:	02/02/2010
Fee Amount:	\$165

TRADEMARK

TO: CATHERINE R. HOWELL, SENIOR PARALEGAL COMPANY: 1111 PENNSYLVANIA AVE., N.W.

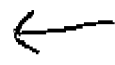
TRADEMARK ASSIGNMENT

→ Electronic Version v1.1
 Stylesheet Version v1.1

02/02/2010
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAC Film Producers, LLC		11/30/2008	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
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City:	Sterling Heights		
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Postal Code:	48310		
Entity Type:	National Association: <i>(United States)</i>		
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Property Type	Number	Word Mark	
Registration Number:	2698582	MY BEDBUGS	
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Serial Number:	77022817	MY BEDBUGS	
Serial Number:	77021922	MY BEDBUGS	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-739-5852		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.; Attn: TMSU		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		

CH \$165.00 2698582



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2/3/2010 11:46:35 AM PAGE 5/014 Fax Server

TO: CATHERINE R. HOWELL, SENIOR PARALEGAL COMPANY: 1111 PENNSYLVANIA AVE., N.W.

ATTORNEY DOCKET NUMBER:	066397-0419
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TO: CATHERINE R. HOWELL, SENIOR PARALEGAL COMPANY: 1111 PENNSYLVANIA AVE., N.W.

**TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)**

WHEREAS, each of MAC Film Producers, LLC and Big Balloon Adventure Movie, LLC (collectively, the "Grantor") now owns or holds and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications filed in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto;

WHEREAS, pursuant to that certain Credit Agreement dated as of November 30, 2009 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement"), among the Grantor, as borrower and JPMorgan Chase Bank, N.A., as lender (the "Bank"), the Bank has agreed to make loans to the Grantor upon the terms and conditions set forth therein;

WHEREAS, pursuant to the terms of the Security Agreement, dated as of the date hereof, by and between the Grantor, MAC Film Producers, LLC, the Michael A. Chirco Living Trust, Michael Chirco, and the Bank (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Security Agreement), the Grantor has granted to the Bank a security interest in and to certain personal property of the Grantor including, without limitation, all right, title and interest of the Grantor in, to and under all of the Grantor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Grantor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations or its obligations under and in connection with its guaranty of the Obligations, as the case may be; and

WHEREAS, the Bank and the Grantor by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the Bank, as security for the Obligations or its obligations under and in connection with its guaranty of the

TO: CATHERINE R. HOWELL, SENIOR PARALEGAL COMPANY: 1111 PENNSYLVANIA AVE., N.W.

Obligations, as the case may be, a continuing security interest in and to all of the Grantor's right, title and interest in, to and under the following (all of the following items (i)-(iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Grantor:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Grantor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Grantor agrees that if any Person shall do or perform any act which the Bank reasonably believes constitutes an infringement of any Trademark, or violates or infringes any right therein of the Grantor, the Bank, or if any Person shall do or perform any act which the Bank reasonably believes constitutes an unauthorized or unlawful use thereof ("Violations"), then and in any such event, upon thirty (30) days' prior written notice to the Grantor (or if a default under any Related Document is at the time continuing, then without notice), the Bank may and shall have the right, if Grantor does not take reasonable steps to prosecute such Violations, to take such steps and institute such suits or proceedings as the Bank may deem advisable or necessary to prevent such act or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Bank may take such steps or institute such suits or proceedings in its own name or in the name of the Grantor or in the names of the parties jointly.

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement. The Grantor and the Bank hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest 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.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN WHICH ARE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF MICHIGAN.

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2/3/2010 11:46:35 AM PAGE 8/014 Fax Server

TO: CATHERINE R. HOWELL, SENIOR PARALEGAL COMPANY: 1111 PENNSYLVANIA AVE., N.W.

This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

[Signature Page Follows]

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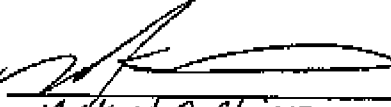
2/3/2010 11:46:35 AM PAGE 9/014 Fax Server

TO: CATHERINE R. HOWELL, SENIOR PARALEGAL COMPANY: 1111 PENNSYLVANIA AVE., N.W.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its respective duly authorized officer as of November 30, 2009.

GRANTOR:

BIG BALLOON ADVENTURE MOVIE, LLC

By: 
Name: Michael A. Chirco
Title: Manager

MAC FILM PRODUCERS, LLC

By: 
Name: _____
Title: _____

ACCEPTED:

IPMORGAN CHASE BANK, N.A.,
as Bank

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TO: CATHERINE R. HOWELL, SENIOR PARALEGAL COMPANY: 1111 PENNSYLVANIA AVE., N.W.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its respective duly authorized officer as of November 30, 2009.

GRANTOR:

BIG BALLOON ADVENTURE MOVIE, LLC

By: _____
Name:
Title:

MAC FILM PRODUCERS, LLC

By: _____
Name:
Title:

ACCEPTED:

JPMORGAN CHASE BANK, N.A.,
as Bank

By: Ted B. Wahby, Jr
Name: Ted B. Wahby, Jr
Title: Vice President

[Signature Page to Trademark Security Agreement]

TO: CATHERINE R. HOWELL, SENIOR PARALEGAL COMPANY: 1111 PENNSYLVANIA AVE., N.W.

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

On November 30, 2009, before me, Barbara A. Klönke, Notary Public, personally appeared Michael A. Chirco, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



BARBARA A. KLÖNKE
Notary Public, State of Michigan
County of Macomb
My Commission Expires Jan. 28, 2012
Act 11 in the County of Macomb 1/28/12

Barbara A. Klönke
SIGNATURE OF NOTARY

[SEAL]

TO: CATHERINE R. HOWELL, SENIOR PARALEGAL COMPANY: 1111 PENNSYLVANIA AVE., N.W.

Schedule A
to Trademark Security Agreement

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
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2/3/2010 11:46:35 AM PAGE 13/014 Fax Server

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EXHIBIT A

Trademark Registrations and Registration Applications

MY BEDBUGS AND DESKIN; Reg. No. 2,698,582 (Registered 3/18/03)

J. EDGAR; Reg. No. 3,279,012

GOOBY; Reg. No. 3,387,421

TOOPY; Reg. No. 3,506,970

MY BEDBUGS; S/N 77022817

MY BEDBUGS; S/N 77021922



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2/3/2010 11:46:35 AM PAGE 14/014 Fax Server

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Schedule B
to Trademark Security Agreement

TRADEMARK LICENSES

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RECORDED: 02/02/2010

TRADEMARK
REEL: 004152 FRAME: 0203