

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GE Leveraged Loans Limited		03/23/2012	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Chorion Rights Limited		
Also Known As:	Formerly known as Enid Blyton Limited		
Street Address:	81 Aldwych		
Internal Address:	Fourth Floor, Aldwych House		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	WC2B 4HN		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2191797	ENID BLYTON	
Registration Number:	3033322	THE FAMOUS FIVE	
Registration Number:	3898387	FAMOUS 5 - ON THE CASE	
CORRESPONDENCE DATA			
Fax Number:	2128135901		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-813-5900		
Email:	rcrosswell@fzlz.com		
Correspondent Name:	Lawrence E. Apolzon		
Address Line 1:	866 United Nations Plaza		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	HODS 1202873		

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DOMESTIC REPRESENTATIVE

Name: Fross Zelnick Lehrman & Zissu, P.C.
Address Line 1: 866 United Nations Plaza
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Rachel Crosswell
Signature:	/rec/
Date:	04/19/2012

Total Attachments: 6

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THIS DEED OF RELEASE is made on 23 March 2012

BY:-

- (1) **GE LEVERAGED LOANS LIMITED** (company registered number 04506546) whose registered office is at The Ark, 201 Talgarth Road, Hammersmith, London W6 8BJ (in its capacity as security agent and trustee under and for the purposes of the Documents (as defined below)) (the "Security Agent"),

IN FAVOUR OF:

- (2) **CHORION RIGHTS LIMITED** (company registered number 00480356) whose registered office is at Fourth Floor, Aldwych House, 81 Aldwych, London WC2B 4HN (the "Seller"); and
- (3) **CHORION (IP) LIMITED** (company registered number 03550590) whose registered office is at Fourth Floor, Aldwych House, 81 Aldwych, London WC2B 4HN ("CIP", and together with the Seller, the "Companies").

NOW THIS DEED WITNESSES as follows:-

1. **BACKGROUND**

- (A) The Seller has entered into a business purchase agreement (the "BPA") dated on or about the date of this deed of release between the Seller, Planet Acquisitions Holdings Limited and [REDACTED] (the "Buyer") in the form set out in Schedule 2 as negotiated and agreed by the parties thereto.
- (B) The Companies have entered into a deed of assignment of intellectual property relating to the "Enid Blyton" brand (the "IP Assignment") dated on or about the date of this Deed between the Companies, St Clare's Productions Limited and the Buyer in the form set out in Schedule 3 as negotiated and agreed by the parties thereto.
- (C) Pursuant to the documents listed in Schedule 1 (the "Documents" and each "Document" shall be construed accordingly), the assets of the Companies were charged to the Security Agent to secure repayment of all monies and liabilities and other sums therein mentioned.
- (D) The Security Agent has agreed to release certain assets of the Companies from the Documents upon the terms hereof.

2. **DEFINITIONS**

"Business IPR" has the meaning given to it in the IP Assignment.

"Finance Document" has the meaning given to it in the Intercreditor Agreement.

"Intercreditor Agreement" means the intercreditor agreement originally dated 23 February

2006 between, among others, the Seller, Planet Acquisitions Holdings Limited, Planet Acquisitions Limited, GE Leveraged Loans Limited and Lehman Brothers International (Europe), as amended and restated from time to time.

"Security Interests" means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement entered into for the purpose of and having the effect of providing security, in each case, over any assets, and created in favour of the Security Agent by the Seller and/or CIP.

"Transferred Assets" means the items referred to in clause 2.1 of the BPA and excludes the items referred to in clause 2.3 of the BPA.

"Transferred IP" means the Business IPR.

3. RELEASE

3.1 The Security Agent hereby unconditionally and irrevocably surrenders, re-assigns, releases and discharges all the Transferred Assets from any and all Security Interests created by or pursuant to the Documents to the Seller to hold the same free and discharged from the Security Interests under the Documents and from all claims and demands under the Documents.

3.2 The Security Agent hereby unconditionally and irrevocably surrenders, re-assigns, releases and discharges all the Transferred IP from any and all Security Interests created by or pursuant to the Documents to the Companies to hold the same free and discharged from the Security Interests under the Documents and from all claims and demands under the Documents.

3.3 For the avoidance of doubt, this Deed is not intended to and shall not operate to:-

3.3.1 release or discharge any Security Interests granted or entered into by the Companies in favour of the Security Agent under the Documents or release or discharge the Companies from their covenants, guarantees, undertakings, obligations and liabilities whether present or future, actual or contingent arising in, under or pursuant to any Document or any other Finance Document; or

3.3.2 surrender, reassign, release or discharge to the Companies any property or assets charged and/or assigned by them under any Document or any other Finance Document,

except in each case as expressly provided in clause 3.1 and 3.2 of this Deed in respect of the Transferred Assets and the Transferred IP.

4. FURTHER ASSURANCE

4.1 The Security Agent shall as soon as reasonably practicable after the date of this Deed and at the request and expense of the Companies return to the Companies all documents of title and

all other documents and instruments deposited with it by the Companies pursuant to a Document, and that relates to a Security Interest that is released pursuant to clause 3.1 and 3.2 of this Deed; and

4.2 At any time after the date of this Deed the Security Agent shall, at the request and at the expense of the Buyer and/or any of the Companies, execute all such documents and do all such acts and things as may reasonably be required to give effect to the provisions of this Deed.

5. **MISCELLANEOUS**

5.1 Any person who is not party to this Deed (other than each of the Companies or the Buyer) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

5.2 If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

6. **GOVERNING LAW**

This Deed and all matters including non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales.

IN WITNESS WHEREOF this Deed was executed as a deed by the Security Agent on the date first above written.

SCHEDULE 1

Documents

1. A second supplemental debenture dated 7 May 2010 entered into between the Security Agent and the Seller, Planet Acquisitions Holdings Limited, Planet Acquisitions Holdco 1 Limited, Planet Acquisitions Holdco 2 Limited, Planet Acquisitions Limited, The Copyrights Group Limited, Silver Lining Productions Limited, CIP, Liontrack Limited, Enid Blyton Limited, Mister Men Limited, Rights Limited, THOIP, Chorion Music Limited, Chorion Limited and Mister Films Limited.
2. A third ranking pledge of IP rights agreement dated 10 October 2008 entered into between the Security Agent and the Seller.
3. An amended and restated trademark security agreement dated 10 October 2008 entered into between the Security Agent and the Seller.
4. An amended and restated copyright security agreement dated 10 October 2008 entered into between the Security Agent and the Seller.
5. A supplemental debenture dated 10 October 2008 entered into between the Security Agent and the Seller, Planet Acquisitions Holdings Limited, Planet Acquisitions Holdco 1 Limited, Planet Acquisitions Holdco 2 Limited, Planet Acquisitions Limited, Silver Lining Productions Limited, CIP, Liontrack Limited, Enid Blyton Limited, Mister Men Limited, Rights Limited, THOIP, Chorion Music Limited, Chorion Limited and Mister Films Limited.
6. A Canadian trademark security agreement dated 4 September 2006 entered into between the Security Agent and Enid Blyton Limited (a predecessor to the Seller).
7. A U.S. copyright security agreement dated 4 September 2006 entered into between the Security Agent and Enid Blyton Limited (a predecessor to the Seller).
8. A U.S. trademark security agreement dated 4 September 2006 entered into between the Security Agent and Enid Blyton Limited (a predecessor to the Seller).
9. A French second ranking pledge of IP rights agreement dated 4 September 2006 entered into between the Security Agent and Enid Blyton Limited (a predecessor to the Seller).
10. A debenture dated 4 September 2006 entered into between the Security Agent and Enid Blyton Limited (a predecessor to the Seller), Planet Acquisitions Holdings Limited, Planet Acquisitions Holdco 1 Limited, Planet Acquisitions Holdco 2 Limited, Planet Acquisitions Limited, Silver Lining Productions Limited, CIP, Liontrack Limited, Enid Blyton Limited, Mister Men Limited, Rights Limited, THOIP, Chorion Music Limited, Chorion Limited and Mister Films Limited.
11. A third debenture dated 17 July 2006 entered into between the Security Agent and Enid

Blyton Limited (a predecessor to the Seller), Silver Lining Productions Limited, CIP, Liontrack Limited, Chorion Trading Limited, Mister Men Limited, Mister Films Limited, THOIP, Chorion Music Limited, Chorion Limited and Rights Limited.

12. A Canadian trademark security agreement dated 17 July 2006 entered into between the Security Agent and Enid Blyton Limited (a predecessor to the Seller).
13. A U.S. copyright security agreement dated 17 July 2006 entered into between the Security Agent and Enid Blyton Limited (a predecessor to the Seller).
14. A U.S. trademark security agreement dated 17 July 2006 entered into between the Security Agent and Enid Blyton Limited (a predecessor to the Seller).
15. A French pledge of IP rights agreement dated 17 July 2006 entered into between the Security Agent and Enid Blyton Limited (a predecessor to the Seller).
16. A deed of amendment dated 17 July 2006 entered into between the Security Agent and Enid Blyton Limited (a predecessor to the Seller), Silver Lining Productions Limited, CIP, Liontrack Limited, Mister Men Limited, Mister Films Limited, THOIP, Chorion Music Limited, Chorion Limited and Rights Limited related to the second debenture dated 24 May 2006.
17. A second debenture dated 24 May 2006 entered into between the Security Agent and Enid Blyton Limited (a predecessor to the Seller), Silver Lining Productions Limited, Chorion PLC (a predecessor to Chorion Limited), CIP, Liontrack Limited, Mister Men Limited, Mister Films Limited, THOIP, Chorion Music Limited and Rights Limited.
18. Any other agreement or document pursuant to which a Security Interest over the Transferred Assets and the Transferred IP has been created.

Signed as a deed by an authorised signatory)
for and on behalf of
GE LEVERAGED LOANS LIMITED
in the presence of:

Michael Ian Hipwood
.....
Authorised signatory

Julia
.....
KAREN WILKINS

Witness's signature:

[Signature]
.....

Name (print):

..... TESSA CARTER

Occupation:

..... OPERATIONS TEAM LEADER

Address:

..... 8-10 THROCKMOLTON AVENUE

..... LONDON

..... EC2N 2DL