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QM8 No. 3651-0011 (exp. 4/94)	1888		Patent and Trademark Offic
Tab settings □ □ □ ▼			-· · · · · · · · · · · · · · · · · · ·
To the Honorable Commissioner of	1017691	15	attached original documents or copy thereof.
Name of conveying party(les):		2. Name	and address of receiving party(ies)
		1	Harvey Entertainment, Inc.
Harvey Comics, Inc.		1	
☐ Individual(s) ☐ Ass	ociation	ļ	Address:
☐ General Partnership ☐ Lim	ited Partnership	1 1	Address: 435 Hudson 2nd Floor
X Corporation-State - New York co  ☐ Other		City:_	New York State: NY ZIP: 10014
Additional name(s) of conveying party(iee) attach		Q Indih	vidual(s) citizenship
3. Nature of conveyance:		i u assi	ociation
3. Nature of conveyance.		ı umı	neral Partnership
XX Assignment	☐ Merger	X2 Con	poration-State Delaware
☐ Security Agreement ☐ Other	☐ Change of Name	Yantana in	Of
		4 magnes	
Execution Date: June 22, 2001		(Designations Additional ner	must be a separate document from assignment) me(s) & address(es) attached?  Q Yes Q No
4. Application number(s) or patent number	ber(a): \ \ \ \ \ \ \ \	) (0) 7	101 Sample 1.
	PCIO!	1 6/2	401
A. Trademark Application No.(s)	•	B. Tra	Idemark Registration No. 10
See attached Schedule A.			a attached School 10 A
see attached schedule A.		500	JUN 2 7 2001
	Additional numbers at	tached? 🗓 Yee	111 11
5. Name and address of party to whom	commencedence	6 Total o	number of applications and
concerning document should be mail	•	registre	number of applications and 95
•			
Name: Jane Shay Wlad, Esq.		7 Total's	● (37 CFR 3.41)\$2,390.00
Internal Address:		7. 10tas R	(3/ OFH 3.41)3 <u>2,390.00</u>
Irell & Manella LLP		X3 En	closed
		Q Aut	thorized to be charged to deposit account
	1 0	,	
Street Address: 1800 Avenue of	the Stars	·	nit account number:
I .		a. Depue	R BLCCA R HATILOGI.
City: Los Angeles State: CA	A ZIP: 90067		
7/05/2001 LMUELLER 00000081 722259	7	(Attach d	duplicate copy of this page If paying by deposit account)
1 FC:481 40.00 OP 2 FC:482 2350.00 OP	DO NOT US	E THIS SPACE	
<ol> <li>Statement and signature.</li> <li>To the best of my knowledge and bel</li> </ol>	lief, the foregoing inform	nation is true a	and correct and any attached copy is a true copy o
the original document.			
Jane Shay Wald		·	
Name of Person Signing	-	Signature	11 Date
Total	al number of pages including	cover sheet, atta	
Mail docum	nente to be recorded with	required cover	sheet information to:

FORM PTO-1594

REGISTRATION NUMBER	ISSUE DATE
722.259	10/3/61
2,129,953	1/20/98
2,049.395	4/1/97
1,960,832	3/5/96
2,072,222	6/17/97
2,173,255	7/14/98
794.827	8/24/65
722,258	10/3/61
756,109	9/3/63
2,008,098	10/15/96
2,005,966	10/8/96
756,106	9/3/63
1,180,114	12/1/81
1,410,490	9/23/96
1,178,067	11/17/81
1,845,129	7/12/94
756,107	9/3/63
722,261	10/3/61
432,587	9/9/47
	NUMBER  722.259  2.129,953  2.049.395  1,960,832  2,072,222  2,173,255  794.827  722,258  756,109  2,008,098  2,005,966  756,106  1,180,114  1,410,490  1,178,067  1,845,129  756,107

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TRADEMARK	REGISTRATION NUMBER	ISSUE DATE
RICHIE RICH THE POOR LITTLE RICH BOY	730,456	4/24/62
RICHIE RICH THE POOR LITTLE RICH BOY (and design)	720.703	8/29/61
THE BABY HUEY SHOW (stylized)	1,935,529	11/14/95
THE GHOSTLY TRIO (and design)	756,105	9/3/63
WENDY THE GOOD LITTLE WITCH (stylized)	722,254	10/3/61
BUNNY (stylized)	879,116	10/21/69
GABBY GOB (and design)	797,256	10/5/65
HARVEY CLASSICS (and design)	1,810,764	12/14/93
HARVEY COMICS (and design)	1.811,976	12/21/93
SPOOKY & CASPER THE FRIENDLY GHOST THE TUFF LITTLE GHOST (and design)	894,276	7/7/70

- 2 -

TRADEMARK	APPLICATION NUMBER	FILING DATE
BABY HUEY	76-090,017	7/13/00
BABY HUEY	76-090,016	7/13/00
CASPER	76-096,845	7/26/00
CASPER THE FRIENDLY GHOST	76-096,843	7/26/00
FATSO	76-161,497	11/7/00
HOT STUFF	76-161,499	11/7/00
HOT STUFF	75-429,707	2/5/98
HOT STUFF THE DEVIL MADE ME DO IT (and design)	75-642,786	2/18/99
RICHIE RICH THE POOR LITTLE RICH BOY	76-096,846	7/26/00
STINKIE	76-161,498	11/7/00
STRETCH	76-161,496	11/7/00
THE GHOSTLY TRIO	76-178,891	12/11/00
THE GHOSTLY TRIO	76-096,844	7/26/00
WENDY THE WITCH	75-548,112	9/4/98
WENDY THE WITCH	75-548,111	9/4/98
WENDY THE WITCH	75-548,101	9/4/98
BABY HUEY	75-548,110	9/4/98
BABY HUEY	75-548,109	9/4/98
BABY HUEY	75-548,108	9/4/98
BABY HUEY	75-548,107	9/4/98
BABY HUEY	75-548,106	9/4/98

APPLICATION NUMBER	FILING DATE
75-548,105	9/4/98
75-488,870	5/21/98
75-595,877	11/25/98
74-596,312	11/7/94
74-481,894	1/21/94
75-171,984	9/25/96
75-319,452	7/3/97
75-138,545	7/23/96
74-253,047	3/6/92
74-112,222	11/5/90
75-138,754	7/23/96
74-565,605	8/25/94
75-390,399	11/14/97
75-481,656	5/8/98
75-171,983	9/25/96
74-606,981	12/5/94
75-390,461	11/14/97
74-077,955	7/13/90
74-110,174	10/29/90
75-563,151	10/2/98
	NUMBER  75-548,105  75-488,870  75-595,877  74-596,312  74-481,894  75-171,984  75-319,452  75-138,545  74-253,047  74-112,222  75-138,754  74-565,605  75-390,399  75-481,656  75-171,983  74-606,981  75-390,461  74-077,955  74-110,174

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385773.01 02

TRADEMARK	APPLICATION NUMBER	FILING DATE
HOT STUFF	75-488,869	5/21/98
HOT STUFF	75-488,868	5/21/98
HOT STUFF	75-488,867	5/21/98
HOT STUFF	75-488,866	5/21/98
HOT STUFF	75-488,865	5/21/98
HOT STUFF	75-488,864	5/21/98
HOT STUFF	75-488,863	5/21/98
HOT STUFF	75-488,862	5/21/98
HOT STUFF	75-446,259	3/598
HOT STUFF (and design)	75-595,876	11/25/98
HOT STUFF THE TUFF LITTLE DEVIL (and design)	75-595,889	11/25/98
HOT STUFF THE TUFF LITTLE DEVIL (and design)	75-595,875	11/25/98
NIGHTMARE THE GALLOPING GHOST	75-138,550	7/23/96
RICHIE RICH	75-603,072	12/9/98
RICHIE RICH THE POOR LITTLE RICH BOY	75-138,544	7/23/96
RICHIE RICH, THE POOR LITTLE RICH BOY (and design)	74-112,223	11/5/90
STINKIE	75-481,655	5/8/98
STINKIE (and design)	75-171,979	9/25/96
STINKIE (and design)	74-606,978	12/5/94
STRETCH	75-481,648	5/8/98

TRADEMARK	APPLICATION NUMBER	FILING DATE
STRETCH (and design)	75-171,978	9/25/96
STRETCH (and design)	74-606,726	12/5/94
THE GHOSTLY TRIO	75-138,549	7/23/96
WENDY THE WITCH	75-481,657	5/8/98
WENDY THE WITCH	75-488,871	5/21/98

المراجعي

# TRADEMARK AND TRADEMARK REGISTRATIONS ASSIGNMENT

This TRADEMARK AND TRADEMARK REGISTRATIONS ASSIGNMENT (the "Assignment") is entered into by Harvey Comics, Inc. ("Assignor"), as assignor, in favor of HARVEY ENTERTAINMENT, INC., a Delaware corporation with offices located at 435 Hudson, 2<sup>nd</sup> Floor NY, NY 10014 ("Assignee"), as assignee, with reference to the following facts and circumstances:

#### RECITALS

WHEREAS, pursuant to that certain Asset Purchase and Sale Agreement, dated as of March 7, 2001, as amended by that certain Amendment to Asset Purchase and Sale Agreement effective as of May 4, 2001, and that certain Second Amendment to Asset Purchase and Sale Agreement effective as of June 14, 2001, (as so amended, the "Asset Purchase Agreement") by and between Assignor, The Harvey Entertainment Company and BHP Productions, Inc. (collectively with Assignor, the "Selling Parties"), on the one hand, and Assignee, as assignee of Classic Media, LLC, on the other hand, the Selling Parties have agreed to sell and Assignee has agreed to purchase all right, title and interest in and to the assets, properties and rights owned or held by Sellers and used in the conduct of the Harvey Entertainment Business, but excluding the Retained Assets (collectively, the "Harvey Entertainment Assets"), which include but are not limited to the trademarks set forth on Schedule A attached hereto and incorporated herein by this reference (the "Marks");

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the Marks;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee is acquiring all of Assignor's rights under trademark relating to the Harvey Entertainment Assets, including, but not limited to, all right, title and interest in and to the Marks, all Federal, state, and foreign applications and/or registrations of or related to the Marks heretofore granted or applied for, including without limitation all renewals and extensions thereof, the right to file applications for Federal, state and foreign registrations, renewals and extensions of or related to the Marks, all of Assignor's assets, receivables, properties, rights, contracts and obligations related to the Marks, all actions, claims and causes of action related to the Marks, the right to bring and maintain legal actions related to the Marks and to sue for past and future infringement of the Marks, any and all damages, profits, penalties and other recoveries related to the foregoing, and any and all common law rights of Assignor to the Marks in the United States, any state thereof, and in foreign countries, in each case, to the extent and subject to the limitations set forth in the Asset Purchase Agreement (collectively, the "Mark Rights").

#### **AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably assign and transfer unto Assignee all of its right, title and interest in and to the Marks and the Mark Rights, together with the goodwill of the business symbolized by such Marks and Mark

385856

Rights, in each case, to the extent and subject to the limitations set forth in the Asset Purchase Agreement.

This Assignment is given pursuant to the terms, conditions and requirements of the Asset Purchase Agreement, and is intended to convey fully the rights and interests required thereby to be conveyed with respect to the Marks and Mark Rights being assigned to Assignee hereunder. THE MARKS AND MARK RIGHTS THAT ARE BEING ASSIGNED AND TRANSFERRED TO ASSIGNEE HEREUNDER ARE BEING ASSIGNED AND TRANSFERRED SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR CONTAINED IN THE ASSET PURCHASE AGREEMENT. IN THE EVENT OF A CONFLICT OR AMBIGUITY BETWEEN THE PROVISIONS OF THIS ASSIGNMENT AND THE ASSET PURCHASE AGREEMENT, THE PROVISIONS OF THE ASSET PURCHASE AGREEMENT SHALL CONTROL.

Assignor agrees to execute and deliver and cause to be executed and delivered to Assignee any and all documents and instruments reasonably necessary to effect and complete the transfer to Assignee of all rights assigned to Assignee hereunder.

POWER OF ATTORNEY. Without limiting the foregoing paragraph, effective at the Closing, Assignor hereby irrevocably appoint Assignee and its officers, employees and agents, and each of them, as such Assignor's true and lawful attorneys-in-fact, with full power of substitution to do all things and to take such actions in the name and on behalf of Assignor that Assignee may deem necessary or advisable to vest in Assignee all right, title and interest of Assignor in and to the Marks and the Mark Rights and otherwise to carry out the purpose and intent of this Assignment, including, without limitation, to sign and deliver any certificates of ownership, formalization documents and other documentation necessary to transfer title to any Marks and/or Mark Rights to Assignee and to cooperate in procedures to be taken with the United States Patent and Trademark Office and elsewhere singly by Assignee to record the transfer of the Marks to Assignee. This appointment and power-of-attorney is irrevocable, is coupled with an interest and is granted in consideration of Assignor's entering into this Assignment.

In testimony whereof, Assignor has executed this Assignment as of June 22,2001.

ASSIGNOR:

HARVEY COMICS, INC.

Roger Burlage

President and Chief Executive Officer

- 2 -

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of <u>California</u>	
County of Los Angeles	<i>p</i>
	Darbard S. Tenezaki, Notary
Date Defore the	Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared <u>Roger Burlage</u>	Name(s) of Signer(s)
BARBARA S. TANEZAKI Commission # 1171508 Notary Public - Colfornia Los Angeles County My Comm. Expires Feb 26, 2002	whose name(e) is/are subscribed to the within instrumen 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(e) on the instrument the person(s) or the entity upon behalf of which the person(e) acted executed the instrument.  WITNESS my hand and official seal.
Though the information below is not required by law, it may fraudulent removal and reatta  Description of Attached Document	PTIONAL prove valuable to persons relying on the document and could prevent achment of this form to another document.
-	Trademark Registrations Assignment
Document Date:	
-	Number of Pages:
Document Date:	Number of Pages:
Document Date:Signer(s) Other Than Named Above:	Number of Pages:
Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)	Number of Pages:  Signer's Name:  Individual Corporate Officer Title(s): Partner — Limited General Attorney-in-Fact Trustee Guardian or Conservator  RIGHT THUMBPRINT OF SIGNER
Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name: Roger Burlage  Individual Corporate Officer Title(s): President & Chief Executiv Partner — Limited General Officer Attorney-in-Fact Trustee Guardian or Conservator Other:  BIGHT THUMBPR OF SIGNER Top of thumb he	Number of Pages:    Signer's Name:
Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name: Roger Burlage  Individual Corporate Officer Title(s): President & Chief Executiv Partner — Limited General Officer Attorney-in-Fact Trustee Guardian or Conservator Other:  BIGHT THUMBPR OF SIGNER Top of thumb he	Number of Pages:    Signer's Name:     Individual     Corporate Officer   Title(s):     Partner —   Limited   General   Attorney-in-Fact   Trustee   Guardian or Conservator   Of SIGNER   Top of thumb here

### SCHEDULE A

387568.01 01

**CLASSIC MEDIA, INC.** 435 HUDSON ST. 2ND FL NEW YORK, NY 10014

1162

DATE 6-23-0 1

16-1606/1220

PAY
TO THE
ORDER OF COMMISSIONER FOR PATENTS! TRADEMARKS

\$ 2,390 <del>XX</del>

TWO CARD THANK TO ADD THANKS OUR SUOKE OWLY

DOLLARS (1) Security Security

TY NATIONAL BANK

ENTERTAINMENT DEPARTMENT 400 North Roxbury Drive 310-553-4262 Beverly Hills, CA 90210

FOR.

#OD1163# #153016066# 101-6591

Atty: Mary E. Cohen

Date Mailed: June 26, 2001 Client/Matter #: 155621.0005

Filed:

Client: Harvey Entertainment, Inc.

Security enhanced document. See back for details.

COMMISSIONER FOR TRADEMARKS:

In re Serial No.:

Applicant: Harvey Entertainment, Inc.

Mark: Harvey Comics, Inc.

Class:

Docket: TM Assign, Recordation

Please acknowledge receipt of the following items by stamping the date on this card and returning it to us:

Our cover letter in duplicate; Recordation Form Cover Sheet Trademarks Only in duplicate; Trademark and Trademark Registrations Assignment; and a check for \$2,390.00.

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IRELL 8 MANELLA LLP 1800 AVENUE OF THE STARS LOS ANGELES CA 90067-4276 BOX ASSIGNMENT Honorable Commissioner of
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L 155621.0005/TM Assign/KEND (recordation) L

FOR PICKUP OR TRACKING CALL 1-800-222-1811 www.usps.gov 三星碧雲

#### IRELL & MANELLA LLP

A REGISTERED LIMITED LIABILITY LAW PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

340 NEWPORT CENTER DRIVE, SUITE 400 NEWPORT BEACH, CA 92660-6324 TELEPHONE (949) 760-0991 FACSIMILE (949) 760-5200

1800 AVENUE OF THE STARS, SUITE 900 LOS ANGELES, CALIFORNIA 90067-4276

TELEPHONE (310) 277-1010
FACS:MILE (310) 203-7:99
WEBS:TE: www.irell.com

WRITER'S DIRECT
TELEPHONE (310) 203-7017
JWALD@IRELL.COM

June 26, 2001

#### **VIA EXPRESS MAIL**

BOX ASSIGNMENT Honorable Commissioner of Patents and Trademarks Washington, D.C. 20231

CERTIFICATE OF MAILING BY "EXPRESS MAIL"

I hereby certify that this correspondence is being deposited with the United States Postal Service express mail and is addressed to BOX ASSIGNMENT, Honorable Commissioner of Patents and Trademarks, Washington, D.C. 20231 on this 26th day of June, 2001

Nora Geronimo

EXPRESS MAIL #EL521201029US

Re: Trademark Assignment between Harvey Comics, Inc. and

Harvey Entertainment, Inc.

Dear Sir:

Please record the attached Trademark Assignment between Harvey Comics, Inc. and Harvey Entertainment, Inc. Enclosed is a Recordation Form Cover Sheet Trademarks Only in duplicate and a check in the amount of \$2,390.00 to cover the recordation fees. However, if there are any additional costs involved, the Commissioner is hereby authorized to charge any deficiency or credit any overpayment to our deposit account no. 09-0946, for which purpose a duplicate copy of this letter is attached.

Sincerely,

Gane Shay Ward World

JSW:ngg Enclosures

439334.01 03

#### IRELL & MANELLA LLP

A REGISTERED LIMITED LIABILITY LAW PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

840 NEWPORT CENTER DRIVE, SUITE 400 NEWPORT BEACH, CA 92660-6324 TELEPHONE (949) 760-0991 FACSIMILE (949) 760-5200

1800 AVENUE OF THE STARS, SUITE 900 LOS ANGELES. CALIFORNIA 90067-4276

TELEPHONE (310) 277-1010 FACSIMILE (310) 203-7199 WEBSITE: www.irell.com

WRITER'S DIRECT
TELEPHONE (310) 203-7017
JWALD GRELL.COM

June 26, 2001

#### VIA EXPRESS MAIL

BOX ASSIGNMENT Honorable Commissioner of Patents and Trademarks Washington, D.C. 20231 CERTIFICATE OF MAILING BY "EXPRESS MAIL"

I hereby certify that this correspondence is being deposited with the United States Postal Service express mail and is addressed to BOX ASSIGNMENT, Honorable Commissioner of Patents and Trademarks, Washington, D.C. 20231 on this 26th day of June, 2001

Nora Geronimo

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Sincerely,

Jane Shay Wa

JSW:ngg Enclosures

439334.01 03

FORM PTO-1594 ≥ev 5-33) OMB No. 0651-0011 exp. 4/94)

# RECORDATION FORM COVER SHEET

## TRADEMARKSONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Offic

Tab settings □ □ □ ▼ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. Name of conveying party(ies): Name and address of receiving party(ies). Name: <u>Harvey Entertainment</u>, Inc. Harvey Comics, Inc. Internal Address: ☐ individual(s) Association Street Address: 435 Hudson 2nd Floor □ General Partnership ☐ Limited Partnership City: New York State: NY ZIP: 10014 X2 Corporation-State - New York corporation □ Other ☐ Individual(a) citizenship\_\_\_ Additional name(s) of conveying party(ies) attached? 

Yes 

No Association ☐ General Partnership\_ 3. Nature of conveyance: Limited Partnership\_ X2 Corporation-State Delaware □ Merger XXX Assignment · 🗅 Other\_ ☐ Security Agreement Change of Name Other \_\_\_\_\_ If easigned is not demotifed in the United State is attached: Q Yes Q No (Designations must be a separate document from assignment) Execution Date: June 22, 2001 snel neme(s) & address(es) alleched? 🔾 Yes 🔾 No. Application number(s) or patent number(s): A. Trademark Application No.(a) B. Trademark Registration No.(s) See attached Schedule A. See attached Schedule A. Additional numbers attached? § Yee 🗅 No. 6. Total number of applications and 5. Name and address of party to whom coffeepondence 95 registrations involved: ..... concerning document should be mailed: Name: Jane Shay Wlad, Esq. 7. Total fee (37 CFR 3.41).....\$2,390.00 Internal Address: \_\_\_\_ XX Enclosed <u> Irell & Manella LLP</u> Authorized to be charged to deposit account Street Address: 1800 Avenue of the Stars 8. Decceit account number: City: Los Angeles State: CA ZIP: 90067 (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 o the original document. Jane Shay Wald Date Signature Name of Person Signing 11 Total number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required cover sheat information to:

Commissioner of Patents & Trademerks, Box Assignments Washington, D.C. 20231

RECORDED: 06/27/2001