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10-07-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102242093

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Joker, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Texas Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 9/6/02

2. Name and address of receiving party(ies)

Name: Barclays Bank plc

Internal Address: 5 The North Colonnade

Street Address: Canary Wharf

City: London England Zip: E14 4BB

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other U.K. bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 74435498 75226025

B. Trademark Registration No.(s) 2154397 2460805

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christine F. Benton

Internal Address: Clifford Chance US LLP

Street Address: 200 Park Avenue

City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$ 115

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

18-1843

OFFICE OF PATENT RECORDS FINANCE SECTION 2002 OCT -1 AM 7:54

DO NOT USE THIS SPACE

9. Signature.

Christine F. Benton

Name of Person Signing

Signature

9/25/02 Date

Total number of pages including cover sheet, attachments, and document:

12

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

10/07/2002 GT0N11 00000019 181843 74435498

01 FC:481 40.00 CH 02 FC:482 75.00 CH

TRADEMARK REEL: 002593 FRAME: 0614

TRADEMARK SECURITY AGREEMENT, dated as of *6 September 2002* by Joker, Inc. (the "**Company**") in favor of Barclays Bank plc, as Secured Party for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "**Secured Party**").

WITNESSETH:

WHEREAS, pursuant to a Multicurrency Revolving Facility Agreement, dated 25 June 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Facility Agreement**") between (1) HIT Entertainment PLC as Borrower, (2) certain subsidiaries of the Borrower as Guarantors, including the Company (the "**Guarantors**"), (3) certain financial institutions party thereto, (4) Barclays Bank plc as Agent for the Lenders, (5) the Secured Party and (6) Barclays Capital as Mandated Lead Arranger, the Lenders have severally agreed to make available certain loan facilities upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Company is a Guarantor under the Facility Agreement pursuant to which it has guaranteed the obligations of the Borrower under the Finance Documents; and

WHEREAS, the Company is party to a Pledge and Security Agreement of even date herewith in favor of the Secured Party (the "**Security Agreement**") pursuant to which the Company is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the promises and to induce the Lenders and the Secured Party to enter into the Facility Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Company hereby agrees with the Secured Party as follows:

Section 1 - Defined Terms

Unless otherwise defined herein, terms defined in the Facility Agreement or in the Security Agreement and used herein have the meaning given to them in the Facility Agreement or in the Security Agreement.

Section 2 - Grant of Security Interest in Trademark Collateral

The Company, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Company, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured Party for the benefit of the Secured Parties, and grants to the Secured Party for the benefit of the Secured Parties a lien on and security interests in, all of its right, title and interest in, to and under the following Collateral of the Company (the "**Trademark Collateral**"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

- (d) all Proceeds of the foregoing, including any claim the Company against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3 - Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Company hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral 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.

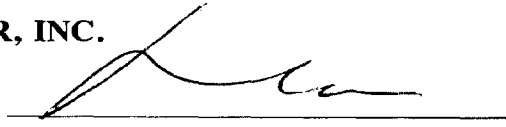
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IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

JOKER, INC.

By:


Name: _____

Title:

ACCEPTED AND AGREED:

BARCLAYS BANK PLC

as Secured Party

By:

Name:

Title:

SCHEDULE I
To
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

(A) REGISTERED TRADEMARKS

Mark Reg. No. Date

See chart below

(B) TRADEMARK APPLICATIONS

See chart below

(C) TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

See chart below

SUMMARY OF TRADEMARKS - JOKER, INC.

Country	Mark	Owner	Reg No.	Status
Benelux	Pingu & Face Design	Joker, Inc.	595297	Registered
Brazil	Pingu (word mark)	Joker, Inc.		Pending Application
Germany	Face Design	Joker, Inc.	39646147	Registered
Japan	Face Design	Joker, Inc.	4279144	Registered
Japan	Face design & Katakana	Joker, Inc.	4279681	Registered
Japan	Pingu & Device (Frontal)	Joker, Inc.	4470502	Registered
Japan	Pingu & Katakana	Joker, Inc.	2639452	Registered
Japan	Pingu & Katakana	Joker, Inc.	2650070	Registered
Japan	Pingu & Katakana	Joker, Inc.	2661701	Registered
Japan	Pingu & Katakana	Joker, Inc.	2650044	Registered
Japan	Pingu & Katakana	Joker, Inc.	2628091	Registered
Japan	Pingu & Katakana	Joker, Inc.	2593979	Registered
Japan	Pingu & Katakana	Joker, Inc.	2611612	Registered

Country	Mark	Owner	Reg No.	Status
Japan	Pingu & Katakana	Joker, Inc.	2639450	Registered
Japan	Pingu & Katakana	Joker, Inc.	2611614	Registered
Japan	Pingu & Katakana	Joker, Inc.	2598072	Registered
Japan	Pingu & Katakana	Joker, Inc.	2667603	Registered
Japan	Pingu (word mark)	Joker, Inc.	4279680	Registered
Japan	Pingu (word) with Katakana	Joker, Inc.	4334084	Registered
Japan	Pingu and Device	Joker, Inc.	2611613	Registered
Japan	Pingu and Device	Joker, Inc.	2628092	Registered
Japan	Pingu and Device	Joker, Inc.	2639451	Registered
Japan	Pingu and Device	Joker, Inc.	2655369	Registered
Japan	Pingu and Device	Joker, Inc.	2661653	Registered
Japan	Pingu and Device	Joker, Inc.	2676067	Registered
Japan	Pingu and Device	Joker, Inc.	2681562	Registered
Japan	Pingu and Device	Joker, Inc.	4334085	Registered
Japan	Pingu and Device	Joker, Inc.	2676090	Registered
Japan	Pingu and Device	Joker, Inc.	2681536	Registered
Japan	Pingu and Device	Joker, Inc.	2646772	Registered
South Africa	Pingu & Face Design	Joker, Inc.	96/15598	Registered
South Africa	Pingu & Face Design	Joker, Inc.	96/15599	Registered
South Korea	Korean & Pingu	Joker, Inc.	328105	Registered
South Korea	Korean & Pingu	Joker, Inc.	329483	Registered
South Korea	Korean & Pingu	Joker, Inc.	332044	Registered
South Korea	Korean & Pingu	Joker, Inc.	333370	Registered
South Korea	Korean & Pingu	Joker, Inc.	334532	Registered

Country	Mark	Owner	Reg No.	Status
South Korea	Pengu	Joker, Inc.	295842	Registered
South Korea	Pengu	Joker, Inc.	298945	Registered
South Korea	Pengu	Joker, Inc.	298948	Registered
South Korea	Pengu	Joker, Inc.	300307	Registered
South Korea	Pengu	Joker, Inc.	306911	Registered
South Korea	Pengu	Joker, Inc.	336659	Registered
South Korea	Pengu	Joker, Inc.	25439	Registered
South Korea	Pengu	Joker, Inc.	27716	Registered
South Korea	Pengu	Joker, Inc.	293390	Registered
South Korea	Pengu in Korean	Joker, Inc.	293388	Registered
South Korea	Pengu in Korean	Joker, Inc.	295841	Registered
South Korea	Pengu in Korean	Joker, Inc.	298944	Registered
South Korea	Pengu in Korean	Joker, Inc.	298946	Registered
South Korea	Pengu in Korean	Joker, Inc.	300306	Registered
South Korea	Pengu in Korean	Joker, Inc.	306910	Registered
South Korea	Pengu in Korean	Joker, Inc.	336660	Registered
South Korea	Pengu in Korean	Joker, Inc.	25437	Registered
South Korea	Pengu in Korean	Joker, Inc.	27717	Registered
South Korea	Ping-Ga	Joker, Inc.	332046	Registered
South Korea	Ping-Gu	Joker, Inc.	332047	Registered
South Korea	Pingu & Korean	Joker, Inc.	328104	Registered
South Korea	Pingu & Korean	Joker, Inc.	329484	Registered
South Korea	Pingu & Korean	Joker, Inc.	332045	Registered
South Korea	Pingu & Korean	Joker, Inc.	333371	Registered
South Korea	Pingu & Korean	Joker, Inc.	333372	Registered

Country	Mark	Owner	Reg No.	Status
South Korea	Pingu & Korean	Joker, Inc.	334531	Registered
South Korea	Pingu (word mark)	Joker, Inc.	298943	Registered
South Korea	Pingu (word mark)	Joker, Inc.	295840	Registered
South Korea	Pingu (word mark)	Joker, Inc.	298947	Registered
South Korea	Pingu (word mark)	Joker, Inc.	306909	Registered
South Korea	Pingu (word mark)	Joker, Inc.	25438	Registered
South Korea	Pingu (word mark)	Joker, Inc.	26238	Registered
South Korea	Pingu in Korean	Joker, Inc.	293389	Registered
South Korea	Pingu in Korean	Joker, Inc.	95839	Registered
South Korea	Pingu in Korean	Joker, Inc.	298941	Registered
South Korea	Pingu in Korean	Joker, Inc.	298942	Registered
South Korea	Pingu in Korean	Joker, Inc.	300305	Registered
South Korea	Pingu in Korean	Joker, Inc.	306916	Registered
South Korea	Pingu in Korean	Joker, Inc.	25436	Registered
South Korea	Pingu in Korean	Joker, Inc.	26239	Registered
Switzerland	Pingu (word mark)	Joker, Inc.	367116	Registered
Switzerland	Pingu (word mark)	Joker, Inc.	399262	Registered
Switzerland	Pingu (word mark)	Joker, Inc.	400918	Registered
Switzerland	Pingu & Device	Joker, Inc.	367025	Registered
Switzerland	Pingu & Device	Joker, Inc.	399307	Registered
Switzerland	Pingu & Device	Joker, Inc.	400932	Registered
United States	Pin gu & Face Design (split)	Joker, Inc.	2460805	Registered

Country	Mark	Owner	Reg No.	Status
United States	Pingu	Joker, Inc.	74435498	Pending Application
United States	Pingu & Face Design	Joker, Inc.	75226025	Pending Application
United States	Pingu and Device	Joker, Inc.	2154397	Registered
WIPO	Pingu & Device	Joker, Inc.	601952	Registered
WIPO	Pingu & Device	Joker, Inc.	R537386	Registered
WIPO	Pingu (word mark)	Joker, Inc.	R537387	Registered
WIPO	Pingu (word mark)	Joker, Inc.	601951	Registered

* All trademarks owned by Joker, Inc. Registered owner may be listed in some countries as Pingu B.V. or Editoy International B.V., as we are currently in the process of recording all the assignments worldwide.

CERTIFICATE OF MAILING

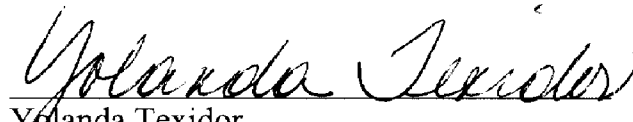
CONVEYING PARTY: Joker, Inc.

RECEIVING PARTY: Barclays Bank plc

NATURE OF CONVEYANCE: Security Agreement

I hereby certify that the attached Recordation Cover Sheet is being deposited with the United States Postal Service as First Class Mail on September 25, 2002 in an envelope addressed to: Commissioner of Patents and Trademarks; **BOX ASSIGNMENTS**; Washington, DC 20231.

Dated: September 25, 2002


Yolanda Texidor

NYA 295274.1

RECORDED: 10/01/2002

**TRADEMARK
REEL: 002593 FRAME: 0624**