

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION		01/11/2007	NATIONAL BANKING ASSOCIATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	CLASSIC MEDIA, INC.
<b>Street Address:</b>	860 BROADWAY
<b>Internal Address:</b>	6TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10003
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	HARVEY ENTERTAINMENT, INC.
<b>Street Address:</b>	860 BROADWAY
<b>Internal Address:</b>	6TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10003
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	UPA INDUSTRIES
<b>Street Address:</b>	860 BROADWAY
<b>Internal Address:</b>	6TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10003
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

<b>Name:</b>	GOLD KEY HOME VIDEO, INC.
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CH \$3440.00 1709964

Street Address:	860 BROADWAY
Internal Address:	6TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	CORPORATION: DELAWARE

Name:	HARVEY ASSETS COMPANY LLC
Street Address:	860 BROADWAY
Internal Address:	6TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	UPA PRODUCTIONS OF AMERICA
Street Address:	860 BROADWAY
Internal Address:	6TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	CORPORATION: CALIFORNIA

Name:	UPARIO MUSIC
Street Address:	860 BROADWAY
Internal Address:	6TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	CORPORATION: CALIFORNIA

Name:	UPA MUSIC COMPANY
Street Address:	860 BROADWAY
Internal Address:	6TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	CORPORATION: CALIFORNIA

Name:	BIG IDEA, INC.
-------	----------------

Street Address:	860 BROADWAY
Internal Address:	6TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	CORPORATION: NEW YORK

Name:	BIG IDEA.COM, INC.
Street Address:	860 BROADWAY
Internal Address:	6TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	CORPORATION: DELAWARE

Name:	CLASSIC MEDIA MUSIC, INC.
Street Address:	860 BROADWAY
Internal Address:	6TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	CORPORATION: NEW YORK

Name:	CLASSIC MEDIA PICTURES, INC.
Street Address:	860 BROADWAY
Internal Address:	6TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	CORPORATION: DELAWARE

Name:	CLASSIC MEDIA PRODUCTIONS, INC.
Street Address:	860 BROADWAY
Internal Address:	6TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	CORPORATION: NEW YORK

Name:	LITTLE LOTTA MUSIC, INC.

Street Address:	860 BROADWAY
Internal Address:	6TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	CORPORATION: NEW YORK

Name:	PTB PRODUCTIONS, INC.
Street Address:	860 BROADWAY
Internal Address:	6TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 137

Property Type	Number	Word Mark
Registration Number:	1709964	QWIK
Registration Number:	2517632	U
Registration Number:	2385865	
Registration Number:	2540856	BABY HUEY
Registration Number:	0722259	BABY HUEY THE BABY GIANT
Registration Number:	2012719	BROADWAY COMICS
Registration Number:	2129953	CASPER
Registration Number:	2049395	CASPER
Registration Number:	1960832	CASPER
Registration Number:	2072222	CASPER
Registration Number:	2173255	CASPER
Registration Number:	0794827	CASPER THE FRIENDLY GHOST
Registration Number:	0722258	CASPER THE FRIENDLY GHOST
Registration Number:	0756109	CASPER'S GHOSTLAND AND ALL HIS FRIENDS
Registration Number:	2007250	FATALE
Registration Number:	2008098	HARVEY CLASSICS
Registration Number:	2005966	HARVEY CLASSICS RICHIE RICH
Registration Number:	0756106	HERMAN AND KATNIP
Registration Number:	1180114	HOT STUFF

Registration Number:	2091091	KNIGHTS ON BROADWAY
Registration Number:	1526174	LAMB CHOP
Registration Number:	2219095	LASSIE
Registration Number:	2209373	LASSIE
Registration Number:	2169777	LASSIE
Registration Number:	1089519	LASSIE
Registration Number:	0670403	LASSIE
Registration Number:	2000556	LASSIE
Registration Number:	1410490	LITTLE DOT
Registration Number:	1178067	LITTLE LOTTA
Registration Number:	0958607	LITTLE LULU
Registration Number:	0959441	LITTLE LULU
Registration Number:	0962620	LITTLE LULU
Registration Number:	0990189	LITTLE LULU
Registration Number:	2173208	LONE RANGER
Registration Number:	2169772	LONE RANGER
Registration Number:	2139305	LONE RANGER
Registration Number:	0850146	LONE RANGER
Registration Number:	2116491	LONE RANGER
Registration Number:	1845129	NEMESIS
Registration Number:	0756107	NIGHTMARE THE GALLOPING GHOST
Registration Number:	0722251	
Registration Number:	2007137	POWERS THAT BE
Registration Number:	0432587	RAGS RABBIT
Registration Number:	0730456	RICHIE RICH THE POOR LITTLE RICH BOY
Registration Number:	0720703	RICHIE RICH THE POOR LITTLE RICH BOY
Registration Number:	2155924	
Registration Number:	2155923	
Registration Number:	2065561	SHADOW STATE
Registration Number:	2073947	STAR SEED
Registration Number:	1935529	THE BABY HUEY SHOW
Registration Number:	0756105	THE GHOSTLY TRIO
Registration Number:	2297686	THE LITTLE LULU SHOW
Registration Number:	1314682	THE LONE RANGER
Registration Number:	0770539	THE LONE RANGER

Registration Number:	2388045	UNDERDOG
Registration Number:	2145933	UNDERDOG
Registration Number:	2457509	UNDERDOG
Registration Number:	2388046	
Registration Number:	0678124	UPA
Registration Number:	2124250	VISAGE COMICS
Registration Number:	2157295	VISAGE COMICS
Registration Number:	0722254	WENDY THE GOOD LITTLE WITCH
Registration Number:	2571747	WENDY THE WITCH
Registration Number:	2253736	THE CHARLIE HORSE MUSIC PIZZA
Registration Number:	2806927	HOT STUFF
Registration Number:	2702801	
Registration Number:	2772013	3-2-1 PENGUINS!
Registration Number:	2656266	321 PENGUINS!
Registration Number:	2495242	BIG IDEA
Registration Number:	2529182	BIG IDEA
Registration Number:	2497418	BIG IDEA
Registration Number:	2487126	BIG IDEA
Registration Number:	2703175	BIG IDEA BOOKS
Registration Number:	2701371	BIG IDEA INTERACTIVE
Registration Number:	2525653	BIG IDEA'S VEGGIETALES
Registration Number:	2742512	BIG IDEA'S VEGGIETALES
Registration Number:	2756913	LARRYBOY
Registration Number:	2839744	LARRYBOY
Registration Number:	2710060	LARRYBOY
Registration Number:	2582601	SUNDAY MORNING VALUES, SATURDAY MORNING FUN!
Registration Number:	2299662	SUNDAY MORNING VALUES, SATURDAY MORNING FUN!
Registration Number:	2167848	VEGGIETALES
Registration Number:	1869418	VEGGIETALES
Registration Number:	2467415	VEGGIETOWN VALUES
Registration Number:	2297844	VEGGIETUNES
Registration Number:	2527217	VEGGIETUNES
Registration Number:	2342506	WHAT'S THE BIG IDEA?
Registration Number:	2386915	WHAT'S THE BIG IDEA?
Serial Number:	76090017	BABY HUEY

Serial Number:	76090016	BABY HUEY
Serial Number:	75548107	BABY HUEY
Serial Number:	75548109	BABY HUEY
Serial Number:	75548105	BABY HUEY
Serial Number:	76096845	CASPER
Serial Number:	76096843	CASPER THE FRIENDLY GHOST
Serial Number:	76161497	FATSO
Serial Number:	76165101	GERALD MCBOING BOING
Serial Number:	76166236	GERALD MCBOING BOING
Serial Number:	76204391	GERALD MCBOING BOING
Serial Number:	76204991	DUETTI
Serial Number:	75595876	
Serial Number:	75595875	HOT STUFF THE TUFF LITTLE DEVIL
Serial Number:	76429345	LAMB CHOP
Serial Number:	76429343	LAMB CHOP
Serial Number:	76429344	LAMB CHOP
Serial Number:	76429327	MACK AND MYER FOR HIRE
Serial Number:	76269935	MR. MAGOO
Serial Number:	76250764	MR. MAGOO
Serial Number:	76250765	MR. MAGOO
Serial Number:	76429342	MY FAVORITE T.V.
Serial Number:	76429341	MY FAVORITE T.V.
Serial Number:	76096846	RICHIE RICH THE POOR LITTLE RICH BOY
Serial Number:	76096844	THE GHOSTLY TRIO
Serial Number:	76435306	TUOK
Serial Number:	76429348	TUOK
Serial Number:	76429347	TUOK
Serial Number:	76429346	TUOK
Serial Number:	75167388	
Serial Number:	75548112	WENDY THE WITCH
Serial Number:	75548111	WENDY THE WITCH
Serial Number:	75548101	WENDY THE WITCH
Serial Number:	78513896	GERALD MCBOING BOING
Serial Number:	78513900	GERALD MCBOING BOING
Serial Number:	78509053	PETER COTTONTAIL

Serial Number:	78492869	PETER COTTONTAIL
Serial Number:	78492882	PETER COTTONTAIL
Serial Number:	78492894	PETER COTTONTAIL
Serial Number:	78492902	PETER COTTONTAIL
Serial Number:	78492919	PETER COTTONTAIL
Serial Number:	78411484	SANTA CLAUS IS COMIN' TO TOWN
Serial Number:	78411489	SANTA CLAUS IS COMIN' TO TOWN
Serial Number:	78411342	SANTA CLAUS IS COMIN' TO TOWN
Serial Number:	78411350	SANTA CLAUS IS COMIN' TO TOWN
Serial Number:	78411355	SANTA CLAUS IS COMIN' TO TOWN
Serial Number:	78411367	SANTA CLAUS IS COMIN' TO TOWN
Serial Number:	78411375	SANTA CLAUS IS COMIN' TO TOWN
Serial Number:	76374723	BIG IDEA'S JONAH A VEGGIETALES MOVIE

**CORRESPONDENCE DATA**

Fax Number: (213)896-6600

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 213-896-6000

Email: kbernstein@sidley.com

Correspondent Name: SIDLEY AUSTIN LLP

Address Line 1: 555 W. FIFTH STREET

Address Line 2: ATTN: KIM BERNSTEIN, LEGAL ASSISTANT

Address Line 4: LOS ANGELES, CALIFORNIA 90013

ATTORNEY DOCKET NUMBER:	21964-10040-34230
NAME OF SUBMITTER:	KIM BERNSTEIN, LEGAL ASSISTANT
Signature:	/KIM BERNSTEIN/
Date:	01/30/2007

**Total Attachments: 52**

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## TRADEMARK SECURITY INTEREST RELEASE AND REASSIGNMENT

THIS TRADEMARK SECURITY INTEREST RELEASE AND REASSIGNMENT, dated as of January 11, 2007, is made by JPMorgan Chase Bank, National Association (formerly known as JPMorgan Chase Bank), as Administrative Agent (the "**Administrative Agent**").

WHEREAS, Classic Media, Inc., a Delaware corporation, Harvey Entertainment, Inc., a Delaware corporation, UPA Industries, a California corporation, Gold Key Home Video, Inc., a Delaware corporation, Harvey Assets Company LLC, a Delaware limited liability company, UPA Productions of America, a California corporation, Upario Music, a California corporation, and UPA Music Company, a California corporation (collectively, the "**Original Grantors**") granted Administrative Agent a security interest in the trademarks (the "**Original Collateral**") underlying the lien created by the Trademark Security Agreement as described on Schedule A attached hereto;

WHEREAS, Big Idea, Inc., a New York corporation, Big Idea.com, Inc., a Delaware corporation, Classic Media Music, Inc., a New York corporation, Classic Media Pictures, Inc., a Delaware corporation, Classic Media Productions, Inc., a New York corporation, Little Lotta Music, Inc., a New York corporation, PTB Productions, Inc., a New York corporation (collectively, the "**Supplemental Grantors**") and the Original Grantors (together with the Supplemental Grantors, the "**Grantors**") granted Administrative Agent a security interest in the trademarks (the "**Supplemental Collateral**") underlying the lien created by the Trademark Security Agreement as described on Schedule A attached hereto; and

WHEREAS, Administrative Agent agrees to hereby release and discharge its security interest in the Original Collateral and the Supplemental Collateral, to the extent the Administrative Agent shall be deemed to have any right, title or interest in the Original Collateral or the Supplemental Collateral, to reassign the Original Collateral and the Supplemental Collateral to the Grantors.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. The Administrative Agent hereby releases and discharges its security interests in the Original Collateral and the Supplemental Collateral.
2. To the extent the Administrative Agent shall be deemed to have any right, title or interest in the Original Collateral or the Supplemental Collateral, the Administrative Agent hereby reassigns, grants and conveys to the Grantors all of its right, title and interest in and to the Original Collateral and the Supplemental Collateral.

\* \* \*

IN WITNESS WHEREOF, the Administrative Agent has caused this Trademark Security Interest Release and Reassignment to be executed and delivered by its duly authorized officer as of the date set forth above.

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION, as Administrative Agent

By: 

Name:

Title:

Kenneth R. Wilson  
Vice President

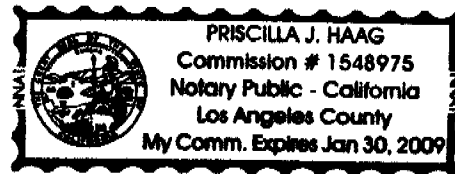
ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF CALIFORNIA        )  
  )  
COUNTY OF Los Angeles )

On January 10, 2007, before me, Priscilla J. Haag,  
Notary Public in and for said State and County, personally appeared,  
Kenneth R. Wilson, personally known to  
me (or proved to me on the basis of satisfactory evidence) to be the person whose name is  
subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in  
his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument, the person or the  
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Priscilla Haag



**SCHEDULE A**  
**to**  
**the Trademark Security Interest Release and Reassignment**

1. Trademark Security Agreement, dated August 26, 2002, by Classic Media, Inc., a Delaware corporation, Harvey Entertainment, Inc., a Delaware corporation, UPA Industries, a California corporation, Gold Key Home Video, Inc., a Delaware corporation, Harvey Assets Company, LLC, a Delaware limited liability company, UPA Productions of America, a California corporation, Upario Music, a California corporation, and UPA Music Company, a California corporation, in favor of JPMorgan Chase Bank, recorded September 3, 2002 at Reel 2576, Frame 929, in the U.S. Patent and Trademark Office, with respect to the works and United States Trademarks listed on attached Annex I.
  
2. Trademark Security Agreement dated as of April \_\_\_\_, 2005, executed on April 5, 2005, by Classic Media, Inc., a Delaware corporation, Harvey Entertainment, Inc., a Delaware corporation, UPA Industries, a California corporation, Gold Key Home Video, Inc., a Delaware corporation, Harvey Assets Company, LLC, a Delaware limited liability company, UPA Productions of America, a California corporation, Upario Music, a California corporation, UPA Music Company, a California corporation, Big Idea, Inc., a New York corporation, Big Idea.com, Inc., a Delaware corporation, Classic Media Music, Inc., a New York corporation, Classic Media Pictures, Inc., a Delaware corporation, Classic Media Productions, Inc., a New York corporation, Little Lotta Music, Inc., a New York corporation and PTB Productions, Inc., a New York corporation, in favor of JPMorgan Chase Bank, National Association (formerly known as JPMorgan Chase Bank), recorded June 16, 2005 at Reel 3134, Frame 0001, in the U.S. Patent and Trademark Office, with respect to the works and United States Trademarks listed on attached Annex II.

**ANNEX I**  
**to**  
**Schedule A to the Trademark Security Interest Release and Reassignment**

See attached Trademark Security Agreement recorded with the  
U.S. Patent and Trademark Office on September 3, 2002 at Reel 2576, Frame 929.

**ANNEX II**  
**to**  
**Schedule A to the Trademark Security Interest Release and Reassignment**

See attached Trademark Security Agreement recorded with the  
U.S. Patent and Trademark Office on June 16, 2005 at Reel 3134, Frame 0001.

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Classic Media, Inc.

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

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance / Execution Date(s) :**

Execution Date(s) April 5, 2005

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank

Internal

Address:

Street Address: 270 Park Avenue

City: New York

State: New York

Country: \_\_\_\_\_ Zip: 10017

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other
- Citizenship \_\_\_\_\_
- Citizenship \_\_\_\_\_
- Citizenship \_\_\_\_\_
- Citizenship NEW YORK
- Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

78/513896

B. Trademark Registration No.(s)

2253736

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Kristal Badgett E. Share

Internal Address: Morgan Lewis

& Bockius LLP

Street Address: 101 Park Avenue

City: New York

State: NY Zip: 10178

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

41

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** 1000.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 13-4520

Authorized User Name \_\_\_\_\_

9. Signature: Ellen M. Baker

Signature

Ellen M. Baker

Name of Person Signing

April 13, 2005  
Date

Total number of pages including cover sheet, attachments, and document: 25

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

700188213

TRADEMARK  
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REEL: 003471 FRAME: 0210

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FROM MORGAN LEWIS & BOCKIUS

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Additional Conveying Parties

Harvey Entertainment, Inc.  
UPA Industries  
Gold Key Home Video, Inc.  
Harvey Assets Company LLC  
UPA Productions of America  
Upario Music  
UPA Music Company  
Classic Media Music, Inc.  
Little Lotta Music, Inc.  
Classic Media Productions, Inc.  
Big Idea, Inc.  
BigIdea.Com.Inc  
Classic Media Pictures, Inc.  
PTB Productions, Inc.  
Classic Media Holdings, Inc.

TRADEMARK  
TRADEMARK  
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REEL: 003471 FRAME: 0211

**SCHEDULE**

**Pending Applications**

- 1. 78/513896
- 2. 78/513900
- 3. 78/509053
- 4. 78/492869
- 5. 78/492882
- 6. 78/492894
- 7. 78/492902
- 8. 78/492919
- 9. 78/411484
- 10. 78/411489
- 11. 78/411342
- 12. 78/411350
- 13. 78/411355
- 14. 78/411367
- 15. 78/411375
- 16. 76/374723

**Registrations**

- 17 2253736
- 18 2806927
- 19 2702801
- 20 2772013
- 22 2656266

- 22 2495242
- 23 2529182
- 24 2497418
- 25 2487126
- 26 2703175
- 27 2701371
- 28. 2525653
- 29. 2742512
- 30. 2756913
- 31. 2839744
- 32. 2710060
- 33. 2582601
- 34. 2299662
- 35. 2167848
- 36. 1869418
- 37. 2467415
- 38. 2297844
- 39. 2527217
- 40. 2342506
- 41. 2386915

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

WHEREAS, Classic Media, Inc., a Delaware corporation (the "Borrower") and the Guarantors referred to in the Credit Agreement (as hereinafter defined) (the Borrowers and the Guarantors being collectively referred to herein as the "Pledgors", and individually as a "Pledgor"), now own or hold 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 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, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to that certain Amended and Restated Credit, Security, Guaranty and Pledge Agreement, dated as of August 26, 2002, as amended and restated as of April 6, 2005 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among the Pledgors, the Lenders referred to therein (the "Lenders") and JPMorgan Chase Bank, National Association (formerly known as JPMorgan Chase Bank), a national banking association, as agent for the Lenders (in such capacity, the "Administrative Agent"), and as Issuing Bank (in such capacity, the "Issuing Bank") the Lenders have agreed to make loans to, and participate in letters of credit issued for the account of, the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) a security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses (other than those which validly prohibit the creation of such security interest), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, 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 in accordance with the terms of the Credit Agreement; and

WHEREAS, the Administrative Agent and the Pledgors 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 pursuant to the terms of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations, a continuing security interest in all of the Pledgors' 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 Pledgors:

(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, 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 Pledgors 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.

Notwithstanding the foregoing, this Agreement shall not constitute a grant of a security interest in any trademark application filed in the United States Patent and Trademark Office on the basis of any of the Pledgors' "intent to use" such trademark to the extent that, and only for so long as, such grant of a security interest constitutes or results in the abandonment, invalidation or unenforceability of any right, title or interest of the applicable Pledgor in such trademark.

The Pledgors agree to deliver updated copies of Schedule A in accordance with the terms of the Credit Agreement, to the Administrative Agent at the end of any quarter in which the Pledgors register or apply for or acquire any Trademark not listed on Schedule A hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

The Pledgors agree that if any Person shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgors, the Administrative Agent or the Lenders or if any Person shall do or perform any acts which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon sixty (60) days' prior written notice to the Pledgors (or if an Event of Default is at the time continuing, then

without notice), in the event that Pledgors have not taken steps or instituted suits or proceedings as Pledgors reasonably deem advisable or appropriate to prevent such acts or conduct or protect their rights, the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act(s) and/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 Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgors written notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of the Pledgors agrees to reasonably assist the Administrative Agent with any reasonable steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the Credit Agreement. Each of the Pledgors and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been paid in full and performed, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders), shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been properly made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders) agrees that there will be no assignment by it of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur and be continuing an Event of Default.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

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

This 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.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of April \_\_, 2005.

CLASSIC MEDIA, INC.

By: [Signature]  
Name: George Stephanopoulos  
Title: Executive Vice President

HARVEY ENTERTAINMENT, INC.

By: [Signature]  
Name: George Stephanopoulos  
Title: Executive Vice President

UPA INDUSTRIES

By: [Signature]  
Name: George Stephanopoulos  
Title: Executive Vice President

GOLD KEY HOME VIDEO, INC.

By: [Signature]  
Name: George Stephanopoulos  
Title: Executive Vice President

HARVEY ASSETS COMPANY LLC

By: [Signature]  
Name: George Stephanopoulos  
Title: Executive Vice President

UPA PRODUCTIONS OF AMERICA

By: [Signature]  
Name: George Stephanopoulos  
Title: Executive Vice President



UPARIO MUSIC

By: [Signature]  
Name: George Stephanopoulos  
Title: Executive Vice President

UPA MUSIC COMPANY

By: [Signature]  
Name: George Stephanopoulos  
Title: Executive Vice President

CLASSIC MEDIA MUSIC, INC.

By: [Signature]  
Name: George Stephanopoulos  
Title: Executive Vice President

LITTLE LOTTA MUSIC, INC.

By: [Signature]  
Name: George Stephanopoulos  
Title: Executive Vice President

CLASSIC MEDIA PRODUCTIONS, INC.

By: [Signature]  
Name: George Stephanopoulos  
Title: Executive Vice President

BIG IDEA, INC.

By: [Signature]  
Name: George Stephanopoulos  
Title: Executive Vice President

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BIGIDEA.COM, INC.

By: [Signature]  
Name: George Stephanopoulos  
Title: Executive Vice President

CLASSIC MEDIA PICTURES, INC.

By: [Signature]  
Name: George Stephanopoulos  
Title: Executive Vice President

PTB PRODUCTIONS, INC.

By: [Signature]  
Name: George Stephanopoulos  
Title: Executive Vice President

CLASSIC MEDIA HOLDINGS, INC.

By: [Signature]  
Name: George Stephanopoulos  
Title: Executive Vice President

Accepted:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION  
(formerly known as JPMorgan Chase Bank)  
as Administrative Agent

By \_\_\_\_\_  
Name:  
Title:

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TRADEMARK  
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REEL: 003471 FRAME: 0220

STATE OF NEW YORK )

: ss.:

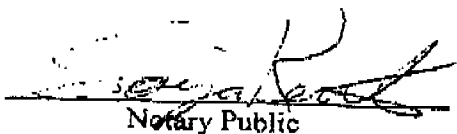
COUNTY OF NEW YORK)

On this the 5<sup>th</sup> day of April, 2005, before me, Sonja Keith, the undersigned Notary Public, personally appeared George Stephanopoulos,

[x] personally known to me.

[x] proved to me on the basis of satisfactory evidence, to be the Exec. V.P. of the corporation known as Classic Media, Inc. (the "Corporation") who executed the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

  
Notary Public

SONJA KEITH  
Notary Public, State of New York  
No. 01KE4896737  
Qualified in New York County  
Commission Expires May 26, 2007

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK )

On this the 5<sup>th</sup> day of April, 2005, before me, Sonja Keith, the undersigned Notary Public, personally appeared George Stephanopoulos,

[x] personally known to me.

[x] proved to me on the basis of satisfactory evidence, to be the Exec. V.P. of the corporation known as Harvey Entertainment, Inc. (the "Corporation") who executed the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

  
Notary Public

SONJA KEITH  
Notary Public, State of New York  
No. 01KE4896737  
Qualified in New York County  
Commission Expires May 26, 2007

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STATE OF NEW YORK )  
: ss.:  
COUNTY OF NEW YORK )

On this the 5<sup>th</sup> day of April, 2005, before me, Sonja Keith, the undersigned Notary Public, personally appeared George Stephanopoulos.

[x ] personally known to me,

[x ] proved to me on the basis of satisfactory evidence, to be the Exec. V.P. of the corporation known as Classic Media Music, Inc. (the "Corporation") who executed the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

  
Notary Public

SONJA KEITH  
Notary Public, State of New York  
No. 01KE4898737  
Qualified in New York County  
Commission Expires May 26, 2007

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NEW YORK )

On this the 5<sup>th</sup> day of April, 2005, before me, Sonja Keith, the undersigned Notary Public, personally appeared George Stephanopoulos.

[x ] personally known to me,

[x ] proved to me on the basis of satisfactory evidence, to be the Exec. V.P. of the corporation known as Little Lotta Music, Inc. (the "Corporation") who executed the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

  
Notary Public

SONJA KEITH  
Notary Public, State of New York  
No. 01KE4898737  
Qualified in New York County  
Commission Expires May 26, 2007

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