

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309973

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Felix the Cat Creations, Inc.		05/20/2014	COMPANY:
Felix the Cat Productions, Inc.		05/20/2014	COMPANY:
Felix Comics, Inc.		05/20/2014	COMPANY:
Don Oriolo		05/20/2014	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	DreamWorks Animation LLC
Street Address:	Grandview Building
Internal Address:	1000 Flower Street
City:	Glendale
State/Country:	CALIFORNIA
Postal Code:	91201
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3364137	FELIX THE CAT
Registration Number:	1938264	FELIX COMICS, INC.
Registration Number:	1578515	
Registration Number:	1880592	FELIX THE CAT
Registration Number:	1700078	FELIX THE CAT
Registration Number:	1576385	
Registration Number:	1579021	FELIX THE CAT
Registration Number:	1576560	
Registration Number:	1712026	FELIX
Registration Number:	2715900	FELIX THE CAT
Registration Number:	2727379	
Registration Number:	2260041	BABY FELIX
Registration Number:	2408954	BABY FELIX
Registration Number:	2196168	THE TWISTED TALES OF FELIX THE CAT

CORRESPONDENCE DATA

TRADEMARK

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-659-1954
Email: sonja.keith@dreamworks.com
Correspondent Name: Sonja Keith
Address Line 1: Care of Classic Media
Address Line 2: 85 Fifth Avenue
Address Line 4: New York, NEW YORK 10003

ATTORNEY DOCKET NUMBER:	FTC ASSIGNMENT
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NAME OF SUBMITTER:	Sonja Keith
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SIGNATURE:	/Sonja Keith/
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DATE SIGNED:	07/08/2014
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Total Attachments: 13

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TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Felix the Cat Creations, Inc., a New Jersey corporation incorporated in 1984 (New Jersey corporate identification number 0100232700), Felix the Cat Creations, Inc., a New Jersey corporation incorporated in 2001 (New Jersey corporate identification number 0100838924), Felix the Cat Productions, Inc., a New York corporation, Felix Comics, Inc., a New Jersey corporation, and Don Oriolo, an individual (the foregoing, collectively, "Assignors"), hereby sell, assign, transfer, convey and deliver to DreamWorks Animation LLC, a Delaware limited liability company ("Assignee"), irrevocably, exclusively, throughout the universe and in perpetuity, all right, title and interest of every kind and nature in and to the Assets. The "Assets" shall have the meaning ascribed to such term in the Agreement (as defined below) and shall include, without limitation, all trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, and all Domain Names, relating to or arising under the Property (as defined below) or any part thereof, whether registered, unregistered or otherwise arising under applicable law, together with any and all goodwill of the business of Assignors associated with such marks, names, logos, trade dress and other proprietary indicia, and Domain Names, and any and all other similar ownership rights in the Property now or hereafter recognized in any and all territories and jurisdictions throughout the world and the right to secure, maintain, renew and extend trademark registration and protection thereof in all territories and jurisdictions throughout the world where such protection is available, in Assignee's own name or otherwise, and the right to exploit such rights in all media, markets and languages and in any manner now known or hereafter devised in perpetuity throughout the world, and any interest in any of the foregoing, and all registrations and applications for registration of such trademarks with respect to any and all territories and jurisdictions throughout the world, including intent-to-use applications, and all issuances, extensions and renewals of such registrations and applications, including, but not limited to, those set forth in Schedule A hereto (the foregoing, collectively, the "Property Trademarks") and all actions and causes of action for infringement or violation of any of the foregoing rights, or relating thereto, and all damages, profits, penalties, and other recoveries, and all other rights of every kind and character that Assignors may now or hereafter have directly or indirectly, as a result of any such infringement or violation.

The following defined terms used herein shall have the meanings set forth below:

"Domain Names" means all domain name registrations in all generic top-level domains and all country-code top-level domains and any locators associated with the Internet.

"Property" means the fanciful character known as Felix the Cat and/or other names heretofore used to describe Felix the Cat, including without limitation its equivalent in any language (the "Character"), any Related Characters and any underlying rights to the Character and the Related Characters, and includes without limitation (a) all prior, present and future versions, adaptations and translations of the Character and/or the Related Characters (whether created by Assignors, any predecessors in interest of any Assignor, any Person at any Assignor's direction or under any Assignor's authority, and/or otherwise Known by Assignors), (b) the names, likenesses, titles, subtitles, aliases, nicknames, voices, personality and character traits,

abilities and powers, look and feel, attributes, bits of business, actions, biographies, catchphrases (including, without limitation, "Righty-O!"), personal mythologies, hairstyles, costumes, dress, outfits, accessories (including, without limitation, the "Magic Bag of Tricks"), props and other elements relating to the Character and/or the Related Characters, (c) any and all notes, treatments, synopses, "pitches", drafts, research materials, storylines, stories, scripts, books and other literary material, ideas, themes, storyboards, sketches, visual, sculptural and other physical depictions, dolls, carvings, product molds, ceramics, prototypes, props, animation cels, drawings, designs, paintings and other artwork, illustrations, photographs, audio and/or visual recordings, and other materials prepared, written, created and/or drafted in connection with, or otherwise related to, the Character and/or the Related Characters to the extent such materials exist, (d) any and all literary, dramatic, musical, audio, visual, audio-visual and other works and property based upon, derived from, related to, or incorporating any elements of any of the Character and/or the Related Characters or upon which any of the Character and/or the Related Characters are based or derived, (e) the "world" (*i.e.*, the setting, locations, look and feel, situations and contexts) in which the Character and/or the Related Characters have appeared, and all elements thereof, (f) wherever throughout the world protectable thereby, statutory and common law copyright or copyrights, trade/service marks and other intellectual property rights in and to any of the foregoing, and all present or future renewal and extension rights of such copyrights, trade/service marks and other intellectual property rights, and (g) all rights comprehended in such copyrights, trade/service marks and other intellectual property rights, and each and every part of all thereof. For illustration purposes only, pictorial samples of the Character are attached hereto and incorporated herein as Schedule B.

"Related Characters" means any fanciful characters related to the Character and/or ancillary to the Character and/or appearing in animations and/or stories and/or situations with the Character and/or otherwise associated with the Character (including, without limitation, the character known as "The Professor," but excluding the character known as "Poindexter"), and any fanciful characters derived from, based upon, related or similar to, or incorporating any element of, the Character, or upon which the Character is based or derived, in each case, now existing or hereafter created. For the avoidance of doubt, Sellers' retention of rights in the character known as "Poindexter" shall not entitle Sellers to exploit the Character or any Related Character or all or any portion or element of the Property and/or Assets from and after the date hereof.

This Trademark Assignment is subject to the terms and conditions of that certain Asset Purchase Agreement dated as of May 20, 2014 by and among Assignors and Assignee (the "Agreement"). In the event of a conflict between the terms of this Trademark Assignment and the Agreement, the terms of the Agreement shall prevail.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors have executed this Trademark Assignment as of May 20, 2014.

"ASSIGNORS"

FELIX THE CAT CREATIONS, INC.,
a New Jersey corporation (corporate identification
number 0100232700)

By: _____
Name: _____
Its: _____

FELIX THE CAT CREATIONS, INC.,
a New Jersey corporation (corporate identification
number 0100838924)

By: _____
Name: _____
Its: _____

FELIX THE CAT PRODUCTIONS, INC.,
a New York corporation

By: _____
Name: _____
Its: _____

FELIX COMICS, INC.
a New Jersey corporation

By: _____
Name: _____
Its: _____

DON ORIOLO, an individual

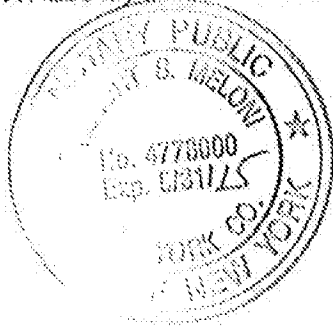


Don
Orlo

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

On this 20th day of May, 2014, before me, Robert S. Meloni, notary public, personally appeared DON ORIOLO personally known to me subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity (FELIX COMICS, INC.) upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




NOTARY SIGNATURE

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

On this 20th day of May, 2014, before me, Robert S. Meloni, notary public, personally appeared DON ORIOLO personally known to me subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity (FELIX THE CAT PRODUCTIONS, INC.) upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

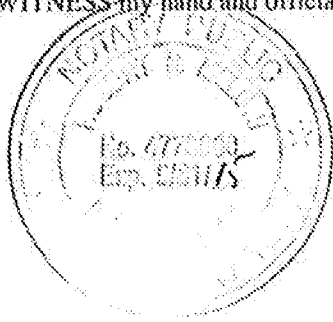



NOTARY SIGNATURE

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

On this 20th day of May, 2014, before me, Robert S. Meloni, notary public, personally appeared DON ORIOLO personally known to me subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity (FELIX THE CAT CREATIONS, INC., New Jersey corporate identification number 0100232700) upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



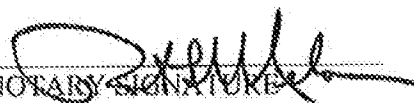

NOTARY SIGNATURE

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

On this 20th day of May, 2014, before me, Robert S. Meloni, notary public, personally appeared DON ORIOLO personally known to me subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity (FELIX THE CAT CREATIONS,, INC., New Jersey corporate identification number 0100838924) upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




NOTARY SIGNATURE

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

On this 20th day of May, 2014, before me, Robert S. Meloni a notary public, personally appeared DON ORIOLO personally known to me who acknowledged to me that he executed the same in his individual capacity, and that by his signature on the instrument the person executed the instrument.

WITNESS my hand and official seal.



A handwritten signature in black ink, appearing to read "R. Meloni", written over a horizontal line.

NOTARY SIGNATURE

SCHEDULE A

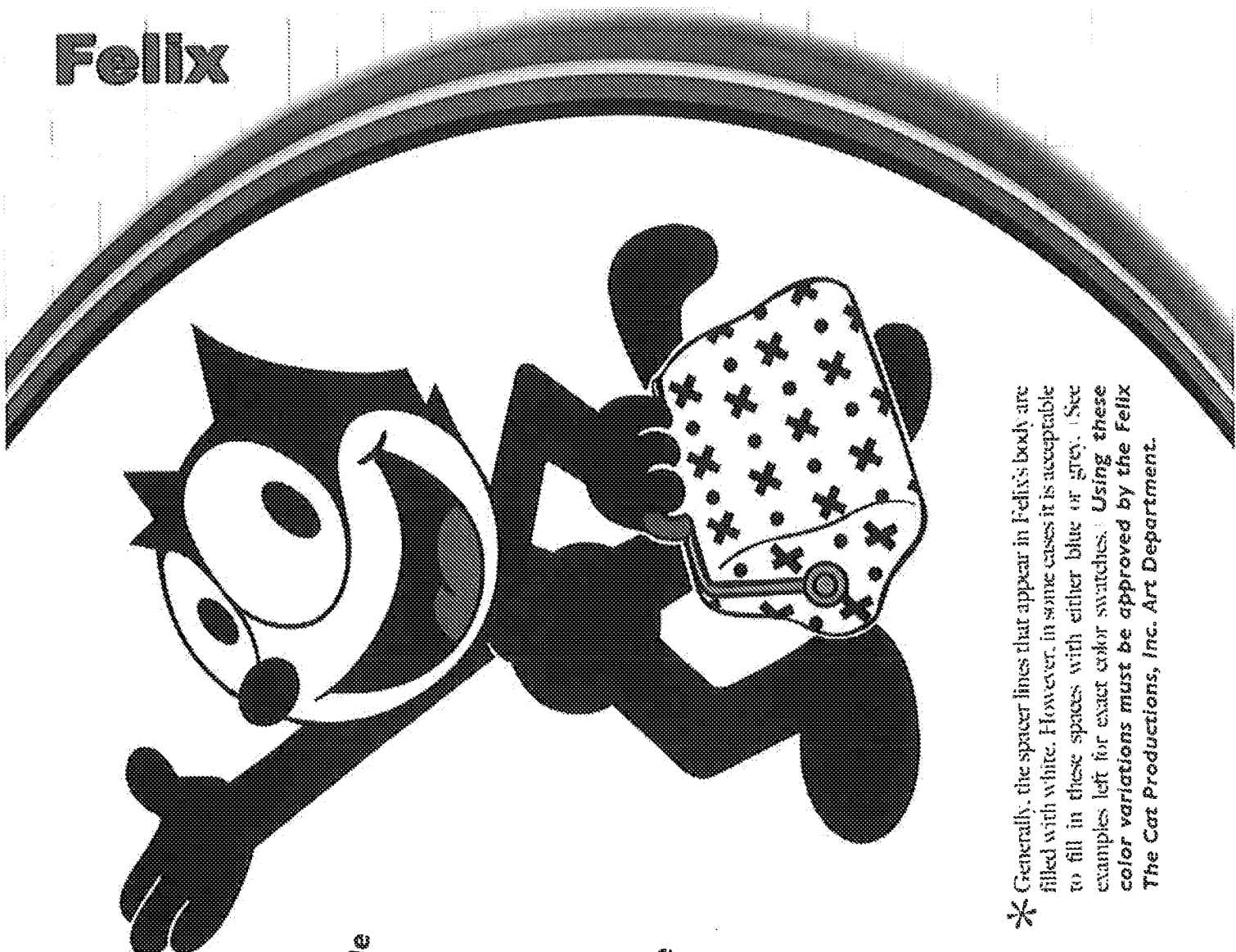
PROPERTY TRADEMARKS

TRADEMARK	APPLICATION NO. / DATE	REGISTRATION NO. / DATE
FELIX THE CAT & DESIGN	76-674332 / (3/20/2007)	3364137 / (1/08/2008)
FELIX COMICS, INC. & DESIGN	74/577296 / (09/23/1994)	1938264 / (11/28/1995)
FELIX THE CAT DESIGN	794919 / (04/21/1989)	1578515 / (01/23/1990)
FELIX THE CAT	74/487829 / (02/07/1994)	1880592 / (02/28/1995)
FELIX THE CAT	73/795091 / (04/24/1989)	1700078 / (07/14/1992)
FELIX THE CAT DESIGN	794920 / (04/21/1989)	1576385 / (01/09/1990)
FELIX THE CAT	795087 / (04/24/1989)	1579021 / (01/23/1990)
FELIX THE CAT DESIGN	795092 / (04/24/1989)	1576560 / (01/09/1990)
FELIX	74/188710 / (07/26/1991)	1712026 / (01/26/1993)
FELIX THE CAT	75/250939 / (03/03/1997)	2715900 / (5/13/2003)
FELIX THE CAT DESIGN	75/250938 / (03/03/1997)	2727379 / (6/17/2003)
BABY FELIX & DESIGN	75/977676 / (10/11/1995)	2260041 / (07/06/1999)
BABY FELIX & DESIGN	75/004399 / (10/11/1995)	2408954 / (11/28/2000)
THE TWISTED TALES OF FELIX THE CAT & DESIGN	74/713770 / (10/11/1995)	2196168 / (10/13/1998)

SCHEDULE B

ILLUSTRATION OF CHARACTER

Felix



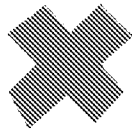
**Felix Body &
Bag X's & O's**

Pantone
Process
Black CVC



**Tongue &
Magic Bag Handle**

Pantone
Red 032 CVC



Magic Bag

Pantone
Process
Yellow CVC

Magic Bag Hinge

Pantone
Process
Cyan CVC



Spacer Lines Blue

Pantone
Process Cyan CVC



Spacer Lines Grey

40% Pantone
Process Black CVC

* Generally, the spacer lines that appear in Felix's body are filled with white. However, in some cases it is acceptable to fill in these spaces with either blue or grey. See examples left for exact color swatches. **Using these color variations must be approved by the Felix The Cat Productions, Inc. Art Department.**

TRADEMARK

REEL: 005318 FRAME: 0456

**Classic
Felix**



**Classic Felix
(All Black)**

Pantone
Process
Black CVC

Generally, Classic Felix appears in Black & White.