

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

08-07-1998

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

RI



EET

Our Ref: #663970045

100787176

7-20-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

 Resubmission (Non-Recordation)
Document ID # _____

 Correction of PTO Error
Reel # _____ Frame # _____

 Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License
 Security Agreement Nunc Pro Tunc Assignment

 Merger Effective Date
Month Day Year
 Change of Name

 Other Supplement No. 1 to Trademark Security
Agreement dated as of June 19, 1996

Conveying Party

____ Mark if additional names of conveying parties attached

Name 800-U.S. SEARCH Execution Date
Month Day Year
Address: 11601 Wilshire Blvd., 21st Floor, Los Angeles, California 90025 May 13, 1998
Formerly _____
 Individual General Partnership Limited Partnership Corporation Association
 Other
 Citizenship/State of Incorporation/Organization California

Receiving Party

____ Mark if additional names of receiving parties attached

Name The Chase Manhattan Bank, as Agent
DBA/AKA/TA f/k/a Chemical Bank
Composed of _____
Address (line 1) 270 Park Avenue
Address (line 2) New York, New York 10017
Address (line 3) _____
 Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
 Corporation Association
 Other Banking Corporation
 Citizenship/State of Incorporation/Organization New York

08/06/1998 DNGUYEN 00000219 2086122

FOR OFFICE USE ONLY

01 FC:431 40.00 DP
02 FC:482 50.00 DP

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number (212) 309-6108

Name Lani Anne I. Kaneko

Address (line 1) MORGAN, LEWIS & BOCKIUS LLP

Address (line 2) 101 Park Avenue

Address (line 3) New York, New York 10178

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

5

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers are attached

Trademark Application Number(s)

Registration Number(s)

Please see Schedule 1 (attached hereto).

Number of Properties Enter the total number of properties involved.

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 90.00

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: 13-4520

Authorization to charge additional fees: Yes No

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 of the original document. Charges to deposit account are authorized, as indicated herein.

Lani Anne I. Kaneko
Name of Person Signing


Signature

July 16, 1998
Date Signed

SUPPLEMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT DATED AS OF JUNE 19, 1996

WHEREAS, 800-U.S. SEARCH, a California corporation (the "Grantor") is party to a Credit, Security, Guaranty and Pledge Agreement dated as of June 19, 1996 (as such agreement may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") among The Kushner-Locke Company, the Grantor, the other guarantors referred to therein, the lenders referred to therein and The Chase Manhattan Bank (formerly known as Chemical Bank), as Agent and as Fronting Bank (the "Agent");

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantor has granted to the Agent (for the benefit of the Lenders) a security interest in all right, title and interest of the Grantor in and to all personal property, whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of the Grantor in, to and under any Trademark (such term being used herein as defined in the Trademark Security Agreement referred to below) and Trademark license, whether now existing or hereafter arising, adopted or acquired, together with the goodwill of the business connected with, and symbolized by, each such Trademark, and all products and proceeds thereof or income therefrom, to secure the payment and performance of the Obligations (such term being used herein as defined in the Credit Agreement) pursuant to the Credit Agreement;

WHEREAS, the Grantor is a party to a Trademark Security Agreement, dated as of June 19, 1996 (as the same may hereafter be, further amended or supplemented from time to time, the "Trademark Security Agreement"), pursuant to which the Grantor has granted to the Agent (for the benefit of the Lenders), as security for the Obligations, a continuing security interest in all of the Grantor's right, title and interest a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral (such term being used herein as defined in the Trademark Security Agreement), whether presently existing or hereafter arising or acquired, including without limitation, 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 thereof, and all reissues, extensions or renewals thereof, all as more fully set forth in the Trademark Security Agreement;

WHEREAS, the Grantor has adopted or acquired additional Trademarks and/or Trademark licenses since the date of execution of the Trademark Security Agreement;

WHEREAS, Schedule A and/or Schedule B to the Trademark Security Agreement does not reflect (i) the Trademarks adopted or acquired by the Grantor since the date of execution of the Trademark Security Agreement or (ii) all the Trademark licenses held by the Grantor;

THEREFORE,

A. The Grantor does hereby grant to the Agent (for the benefit of the Lenders), as security, a continuing security interest in and to all of the Grantor's right, title and interest in and to (i) each and every Trademark being added to Schedule A to the Trademark Security Agreement pursuant to paragraph (B) below, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, (ii) each and every Trademark license being added to Schedule B to the Trademark Security Agreement pursuant to paragraph (B) below, 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, all as contemplated by, and as more fully set forth in, the Trademark Security Agreement.

B. Schedules A and B to the Trademark Security Agreement are each hereby supplemented, effective as of the date hereof, so as to reflect all of the Trademarks and Trademark licenses, respectively, with respect to which the Grantor has granted a continuing security interest to the Agent (for the benefit of the Lenders) pursuant to the terms of the Trademark Security Agreement and the Credit Agreement. The Trademarks and Trademark licenses listed on Schedule 1 hereto are hereby added to Schedules A and B to the Trademark Security Agreement, as appropriate.

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement", "this Agreement", "this Trademark Security Agreement", "herein", "hereafter", "hereto", "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

Except as expressly supplemented hereby, the Trademark Security Agreement and all documents contemplated thereby, are each hereby confirmed and ratified by the Grantor.

The execution and filing of this Supplement, and the addition of the Trademarks and Trademark licenses set forth on Schedule 1 hereto to Schedules A and/or B to the Trademark Security Agreement are not intended by the parties to derogate from, or extinguish, any of the Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by the Grantor and heretofore recorded or submitted for recording in the United States Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument

executed by the Grantor and heretofore filed in any state or country in the United States of America or elsewhere.

IN WITNESS WHEREOF, the Grantor has caused this Supplement No. 1 to the Trademark Security Agreement to be duly executed by its duly authorized officer as of May 13, 1998.

800-U.S. SEARCH

By: 

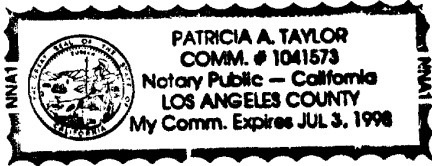
Name: Nick Matzorkis

Title: President/Chief Operating Officer

STATE OF *California*)
COUNTY OF *Los Angeles*) : ss.:

On this the *14th* day of May, 1998, before me, personally appeared Nick Matzorkis, to me known, who, being by me sworn, did say that he is the President and Chief Operating Officer of the corporation known as 800-U.S. SEARCH, which corporation executed the above instrument, and that he signed his name by order of the Board of Directors of said corporation.

WITNESS my hand and official seal.



Patricia A. Taylor
Notary Public

Schedule 1
to Supplement No. 1 to Trademark Security Agreement

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
1-800-U.S. SEARCH	2,086,122	August 5, 1997
REUNITING AMERICA TWO PEOPLE AT A TIME	2,091,466	August 26, 1997
INTERACT ENTERTAINMENT GROUP	Ser. No: 75/472818	April 23, 1998

Trademark licenses

None