

11-20-1998



100904988

U.S. DEPARTMENT OF COMMERCE

2 SHEET

Patent and Trademark Office
Docket No. 07427/399

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

1. Name of conveying party(ies): **Matthew Studio Equipment, Inc.** *11-18-98*

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

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

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

Name: **Sanwa Bank California**
Internal Address:
Street Address: 23865 Hawthorne Blvd.
City: Torrance State: California ZIP: 90505

Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: California
 Other: _____

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: November 3, 1998

4.A. Trademark Application No.(s) B. Registration No.(s)

1262259

Additional numbers attached? * Yes No

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

Kevin Cops
Morrison & Foerster LLP
555 West Fifth Street
Suite 3500
Los Angeles, California 90013-1024

6. Total number of applications and trademark registrations involved: **1**

7. Total fee (37 C.F.R. § 3.41): **\$40.00**

Enclosed
 Authorized to be charged to deposit account, referencing Attorney Docket _____

8. Deposit account number: **03-1952**

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

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 of the original document.

Name: Kevin Cops *Kevin Cops* *11/16/98*

Signature Date

Total number of pages comprising cover sheet, attachments and document: 7

11/19/1998 JSMBRAZZ 00000170 1262259

01 FC:481

40.00 OP

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

la-254499

TRADEMARK
REEL: 1816 FRAME: 0155

SECURITY AGREEMENT

(Trademarks)

THIS SECURITY AGREEMENT (Trademarks) (the "Trademark Security Agreement") is made and dated this 3 day of ~~October~~, 1998 by and between Matthew Studio Equipment, Inc., a California corporation (the "Borrower"), and Sanwa Bank California, a California banking corporation (the "Bank").

November

RECITALS

A. Pursuant that certain Credit Agreement (Accounts Receivable Line of Credit) (Line of Credit) dated as of September 25, 1998 (the "Credit Agreement") between the Borrower and the Bank, the Bank agreed to extend credit to the Borrower on the terms and conditions contained therein.

B. In connection such extension of credit, the Borrower agreed, among other things, to execute and deliver in favor of the Bank of (i) that certain Master Security Agreement dated the date hereof (the "Security Agreement") between the Borrower and the Bank, and (ii) certain supplemental documents, including, without limitation, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Grant of Security Interest. The Borrower hereby mortgages, assigns, grants and conveys to the Bank, a security interest, pledge, assignment and mortgage in all of the Borrower's right, title and interest in the following (the "Trademark Collateral"):

(a) All now existing or hereafter created or acquired, trademarks, service marks, unregistered marks, logos, indicia, tradenames, tradestyles, other business identifiers and rights and works protectible by trademark whether now owned or hereafter, and, except to the extent prohibited by the terms thereof or by law, all agreements in respect of Trademarks owned by third parties, including, without limitation, the Trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell the inventions disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing;

(h) All now existing and hereafter arising goodwill symbolized by or associated with any of the foregoing;

(i) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Bank for past, present and future infringements of any of the foregoing; and

(j) All products and proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Credit Agreement, the Security Agreement, and any other documents, the Borrower hereby:

(a) Represents and warrants that, Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by the Borrower which are registered with the United States Patent and Trademark Office (any and all trademarks so registered being the "Trademarks"); and

(b) Agrees promptly to notify the Bank in writing of any additional Trademarks of which the Borrower becomes the owner, and to deliver to the Bank an amended Schedule I reflecting such additional Trademarks. The Bank is hereby authorized to cause such amended Schedule I to be filed and recorded in an amendment of this Trademark Security Agreement.

3. No Present Assignment. Neither the Credit Agreement, this Trademark Security Agreement, the Security Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of the Collateral Agent and the Holders under the Credit Agreement, the Security Agreement, and related documents and this Trademark Security Agreement, it is the intention of the parties hereto that the Borrower continue to own the Trademark Collateral.

4. Relationship to Other Documents. The Trademark Collateral shall constitute Collateral for all purposes of the Credit Agreement, the Security Agreement and the other documents executed in connection therewith and the Collateral Agent shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as it has with respect to other collateral pursuant to the Security Agreement.

5. Miscellaneous.

(a) All covenants and other agreements contained in this Trademark Security Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including, without limitation, any subsequent Holder whether so expressed or not).

(b) Any provision of this Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

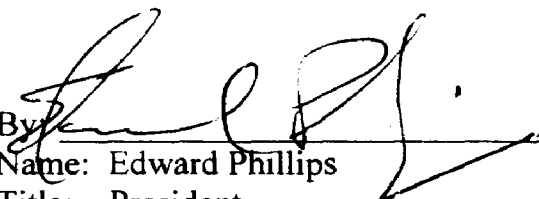
(c) Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any person, or which such person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such person.

(d) This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

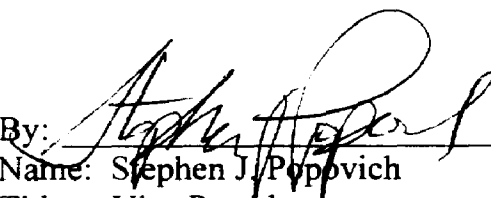
(e) This Trademark Security Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of California excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed on and as of the day and year first above written.

MATTHEWS STUDIO EQUIPMENT, INC., as
Borrower

By: 
Name: Edward Phillips
Title: President

SANWA BANK CALIFORNIA, as Bank

By: 
Name: Stephen J. Popovich
Title: Vice President

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

(Description of Trademark Collateral)

(Matthews Studio Equipment, Inc., a California corporation)

Registration Number

1,262,259

Registration Date

December 27, 1983

On November 3, 1998, before me, the undersigned notary public in and for said County and State, personally appeared Edward Phillips, 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/they executed the same in his/his/their authorized capacity and that, by his/his/their 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.



Kathleen M. Ehrlich
My commission expires on July 10, 2002

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
Title(s) _____
- PARTNER(S)
___ Limited ___ General
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

_____ Title or Type of Document

_____ Signer(s) Other Than Named Above

Date of Document: _____

Number of Pages: _____

SIGNER IS REPRESENTING:

la-242313

- CORPORATE OFFICER
Title(s) _____
- PARTNER(S)
___ Limited ___ General
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

_____ Title or Type of Document

_____ Signer(s) Other Than Named Above

Date of Document: _____

Number of Pages: _____

SIGNER IS REPRESENTING:
