

RE/ 12-22-1998

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



100927633

Tab settings

Attached original documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

Notorious Entertainment LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other limited liability company - Delaware

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

3. Nature of conveyance: 11-23-98

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

Execution Date: October 30, 1998

2. Name and address of receiving party(ies)

Name: Bad Boy Media LLC

Internal Address: c/o

Street Address: 1014 Centre Rd

City: Wilmington DE ZIP: 19805

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other limited li

If assignee is not domiciled in the Unit is attached:

(Designations must be a separate doc Additional name(s) & address(es) att

11-23-1998

U.S. Patent & TMO/Com. Mail Rcpt Dt #64

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

A. Trademark Application No.(s)

75/353,336 74/615,759
75/353,326 75/507,664
74/615.761 75/507,667

B. Trademark Registration No.(s)

2,142,990
2,154,015

Additional numbers attached? Yes No

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

Name: Amy Lee Brady

Internal Address: CSC

Street Address: 80 State Street, 6th Floor

City: Albany State: NY ZIP: 12207

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 215.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number: 215E

(Attach duplicate copy of this page if paying by deposit account)

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.

Christine E. Wilson Name of Person Signing

[Signature] Signature

11/20/98 Date

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK REEL: 1829 FRAME: 0769

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK
APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Notorious Entertainment LLC, a Delaware limited liability company (the "Grantor") owns the Trademark and Trademark registrations listed on Schedule 1 attached hereto;

WHEREAS, the Grantor, the members of Grantor and Bad Boy Media LLC, a Delaware limited liability company ("Bad Boy"), are parties to an Operating Agreement dated as of November 2, 1998 (the "Operating Agreement") in respect of the Grantor; and

WHEREAS, pursuant to the terms of the Security Agreement set forth in the Operating Agreement (the "Security Agreement"), Grantor has granted to Bad Boy a security interest in all of the assets, including, without limitation, the intellectual property, of Grantor, in order to secure the obligations of the Grantor under the Put Right (as defined in the Operating Agreement);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Bad Boy a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, in order to secure the obligations of the Grantor under the Put Right (as defined in the Operating Agreement):

(i) each Trademark, Trademark registration, Trademark license and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each of the foregoing, including, without limitation, such of the foregoing as are set forth on Schedule 1 attached hereto; and

(ii) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, and any Trademark license, or for injury to the goodwill associated with any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Bad Boy pursuant to the Security Agreement. Grantor does further acknowledge and affirm that the rights and remedies of Bad Boy 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 hereby incorporated by reference herein as if fully set forth herein. This agreement may be executed in counterparts.

153195.1

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by one of its authorized members as of the 30th day of ~~November~~, 1998.

October

NOTORIOUS ENTERTAINMENT LLC

By *DAVID ANTHONY*
David Anthony
Member

Acknowledged:

BAD BOY MEDIA LLC

By _____
Sean "Puffy" Combs
Member

State of New York)
): ss.:
County of New York)

On the 30th day of ~~November~~ *October* before me personally came David Anthony, to me personally known and known and sworn before me to be the person described in and who executed the foregoing instrument as a member of Notorious Entertainment LLC; and that he signed his name thereto and acknowledged said instrument to be the free act and deed of Notorious Entertainment LLC.

Barbara E. Santasiero
Notary Public

[Seal]

BARBARA E. SANTASIERO
Notary Public, State of New York
No. 31-4925410
Qualified in New York County
Commission Expires April 25, 1997

My commission expires:

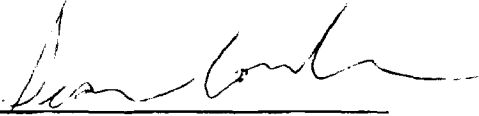
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by one of its authorized members as of the ____ day of October, 1998

NOTORIOUS ENTERTAINMENT LLC

By _____
David Anthony
Member

Acknowledged:

BAD BOY MEDIA LLC

* By 
Sean "Puffy" Combs
Member

State of New York)
): ss.:
County of New York)

On the ____ day of October before me personally before me personally came David Anthony, to me personally known and known and sworn before me to me to be the person described in and who executed the foregoing instrument as a member of Notorious Entertainment LLC; and that he signed his name thereto and acknowledged said instrument to be the free act and deed of Notorious Entertainment LLC.

Notary Public

[Seal]

My commission expires:

SCHEDULE 1 - Intellectual Property

1. Mark: Notorious. U.S. Intent to Use Application, Serial No. 75-353,336, filed September 8, 1997. Description: ~~alcohol beverages, namely, liquors, spirits, wine, and aperitifs~~ made from wine and/or spirits.
2. Mark: Notorious. U.S. Intent to Use Application, Serial No. 75-353,326, filed September 8, 1997. Description: tobacco and smoker's articles, namely, cigars, cigarillos, cigarettes, lighters not of precious metal, ashtrays not of precious metal, pipes and matches.
3. Mark: Notorious. U.S. Trademark registration number 2,142,990, registered on March 10, 1998 (Intent to Use Application Serial No. 74-615,760). Description: Magazines containing news and features on social and cultural issues and profiles of individuals.
4. Mark: Notorious. U.S. Trademark registration number 2,154,015, registered on April 28, 1998 (Intent to Use Application Serial No. 74-676,269). Description: Computer services, namely providing on-line access to magazines containing news and features on social and cultural issues and profiles of individuals.
5. Mark: Notorious. U.S. Intent to Use Application, Serial No. 74-615,761, filed December 27, 1994. Description: entertainment services in the nature of an ongoing news magazine television program. Intent to Use expires on November 24, 1998.
6. Mark: Notorious. U.S. Intent to Use Application, Serial No. 74-615,759, filed December 27, 1994. Description: series of pre-recorded audiovisual tapes, discs and CD-Roms featuring news magazine programs.
7. Mark: Notorious. U.S. Intent to Use Application, Serial No. 75-507,664, filed June 22, 1998. Description: Jewelry, namely, bracelets, pins, cuff-links, ankle bracelets, earrings, necklaces, jewelry boxes of precious metals, necktie fasteners, pendants, rings and watches.
8. Mark: Notorious. U.S. Intent to Use Application, Serial No. 75-507,667, filed June 22, 1998. Description: Board games, card games, jigsaw puzzles, golf bags, golf clubs, tees, ball markers, rubber action balls, footballs, basketballs, soccer balls, racketballs, golf balls, baseball equipment, billiard balls, billiard cues, darts and dart boards, paddle ball games, gaming equipment, namely, chips, tennis rackets, skateboards, skates and skis.
9. Mark: Notorious. Canada trademark application number 881,062, filed June 11, 1998. Description: (1) Wares/Merchandise: magazines, books, booklets, catalogs, manuals, instructional material, newsletters, pamphlets, brochures, photographs, printed matter in the field of entertainment, fashion, art, health, lifestyles, travel, news, games, movies, music, sports and restaurants; postcards, posters, calendars, stationery, notepads (the date of first use in Canada of the foregoing merchandise is at least as early as November 1, 1997); pre-recorded audio and videotapes, discs, CD-Roms in the field of entertainment,

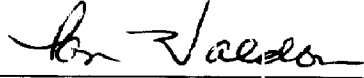
fashion, art, lifestyles, health, travel, news, games, movies, music, sports and restaurants; alcoholic beverages, namely liquors, spirits, wine and aperitifs; tobacco and smokers' articles, namely cigars, cigarillos, cigarettes, lighters, ashtrays not of precious metal, pipes and matches.

(2) Services: Computer services, namely, providing on-line access to magazines, images, video clips and information in the field of entertainment, fashion, art, lifestyles, health, news, games, movies, music, sports and restaurants (the date of first use in Canada of the foregoing services is at least as early as November 1, 1997); entertainment services, namely, television programs in the field of entertainment, fashion, art, lifestyles, health, travel, news, games, movies, music, sports and restaurants.

9. Mark: Notorious. European Community trademark application number 000849786, filed June 12, 1998.

State of New York)
) : ss.:
County of New York)

On the 30th day of October before me personally came Sean Combs, to me personally known and known and sworn before me to be the person described in and who executed the foregoing instrument as a member of Bad Boy Media LLC; and that he signed his name thereto and acknowledged said instrument to be the free act and deed of Bad Boy Media I LC.



Notary Public

My commission expires: _____

IAN P. WALDON
Notary Public, State of New York
No. 02WA5068694
Qualified in Queens County
Commission Expires November 4, 19 99