

01-20-1999



Form PTO-1594  
1-3-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

100945410

To the Honorable Commissioner of

Attached original documents or copy thereof.

1. Name of conveying party(ies):  
 Moovies of Iowa, Inc.  
 Individuals  
 General Partnership -  Association  
 Corporation - Delaware  Limited Partnership  Other  
 Additional name(s) of conveying party(ies) attached? Yes  No

2. Name and address of receiving party(ies):  
 Name: Banque Paribas  
 Internal Address:  
 Street Address: 787 Seventh Avenue  
 City: New York State: NY ZIP: 10019  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation Banking  
 Other

3. Nature of conveyance:  
 Assignment  
 Security Agreement  
 Release  
 Merger  
 Change of Name

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

Execution Date: 3/5/98  
 MAD 1.19.99

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 Additional numbers attached?  Yes  No

Trademark Registration No. 1972,431

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Meredith Schorr  
 Internal Address: 1155 Avenue of the Americas, Room 2732

6. Total number of applications and registration involved

Street Address:  
 City: New York State: NY ZIP: 10036  
 Client/matter 1104101-0114 -David Kisner

7. Total fee (37 CFR 3.41) \$140.00 **E**  
 Enclosed (enclosed with original submission)  
 Authorized to be charged to deposit account

8. Deposit account number  
 (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.*  
 Meredith Schorr  
 Name of Person Signing

*Meredith Schorr*  
 Signature  
 1/14/99  
 Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding burden estimate to the U.S. Patent and Trademark Office Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

01/19/1999 TTOM11 00000133 1972431

01 FC:481 40.00 DP  
 02 FC:482 100.00 DP

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
IT'S IN OR IT'S FREE	1,972,431	05/07/1996
10,000 X THE FUN	1,680,639	03/24/1992
TEN THOUSAND TIMES THE FUN	1,681,477	03/31/1992
TEN THOUSAND TIMES THE ENTERTAINMENT	1,686,798	05/12/1992
10,000 X THE ENTERTAINMENT	1,679,682	03/17/1992

**ASSIGNMENT OF SECURITY INTEREST IN  
UNITED STATES TRADEMARKS AND PATENTS**

**FOR GOOD AND VALUABLE CONSIDERATION,** receipt and sufficiency

of which are hereby acknowledged. Moovies of Iowa, Inc., a Delaware corporation (the "Assignor") with principal offices at 201 Brookfield Parkway, Suite 200, Greenville, SC 29607, hereby assigns and grants to Banque Paribas, as Collateral Agent, with principal offices at 787 Seventh Avenue, New York, New York 10019 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT (this "Assignment") is made to secure the full and prompt performance and payment of all the Obligations of the Assignor as such term is defined in the Security Agreement, dated as of March 6, 1998, among the Assignor, the other assignors from time to time party thereto and the Assignee (as amended, modified or

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**TRADEMARK  
REEL: 1841 FRAME: 0191**

supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

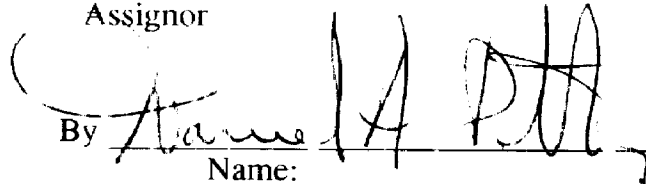
This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

\* \* \* \*

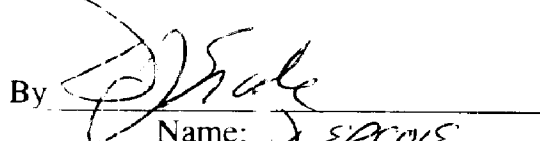
IN WITNESS WHEREOF, the undersigned have executed this Assignment

as of the 5 day of March, 1998.

MOOVIES OF IOWA, INC., as  
Assignor

By   
Name:  
Title:

BANQUE PARIBAS, as  
Collateral Agent, Assignee

By   
Name: J. ERICOLE  
Title: Director

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

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

On this 5<sup>th</sup> day of March, 1998, before me personally came

Daniel Putter, who, being by me duly sworn, did state as follows: that he is  
President of Moovies of Iowa, Inc., that he is authorized to execute the foregoing  
Assignment on behalf of said corporation and that he did so by authority of the Board of  
Directors of said corporation.

John C. Ostling III  
Notary Public

JOHN C. OSTLING III  
Notary Public, State of New York  
No. 01OS5069538  
Qualified in New York County  
Commission Expires Nov. 25, 1998

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

On this 6<sup>th</sup> day of MARCH, 1998, before me personally came

DON ERCOLE, who, being by me duly sworn, did state as follows: that he is

MANAGER DIRECTOR of Banque Paribas, that he is authorized to execute the foregoing

Assignment on behalf of said corporation and that he did so by authority of the Board of

Directors of said corporation.



Notary Public

DAVID C. WHEELER  
Notary Public, State of New York  
No. 01WH5034555  
Qualified in New York County  
Commission Expires Oct. 17, 1998

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SCHEDULE B

PATENT

PATENT NO.

ISSUE DATE

0000HW8B.W51

**RECORDED: 01/19/1999**

**TRADEMARK  
REEL: 1841 FRAME: 0196**