

01-20-1999



Form PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100945408

To the Honorable Commissioner of Patents and Trademarks

Enclosed original documents or copy thereof

1. Name of conveying party(ies):
Video Update, Inc.
 Individuals Association
 General Partnership - Limited Partnership
 Corporation - Delaware 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 Merger
 Security Agreement Change of Name
Release

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
MAR 1, 1999

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

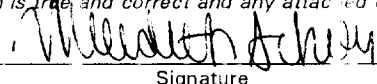
Trademark Registration No.(s)
1,297,231

Additional numbers attached? Yes No

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

6. Total number of applications and registrations involved _____
7. Total fee (37 CFR 3.41): \$240.00 **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  11/4/99
Name of Person Signing Signature Date

Total number of pages comprising cover sheet _____

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, PK2-1060C, Washington, D.C. 20231 and Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

01/19/1999 TTDW11 00000135 1297231

01 FC:481 40.00 DP
02 FC:482 200.00 DP

SCHEDULE A

MARK

REG. NO.

REG. DATE

Video Update	1.297,231
Video Update	1.654,005
Video Update	1.654,006
Video Update	1.654,603
Video Update	1.663,728
Video Update	2.052,483
Keeping In Time With You	1.303,251
Yippidy (character design)	1.297,233
Gamesters	1.917,475

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged. Video Update, Inc., a Delaware corporation (the "Assignor") with principal offices at 3100 World Trade Center, 30 East 7th Street, St. Paul, MN 55101, 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

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**TRADEMARK
REEL: 1841 FRAME: 0220**

other assignors from time to time party thereto and the Assignee (as amended, modified or 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.

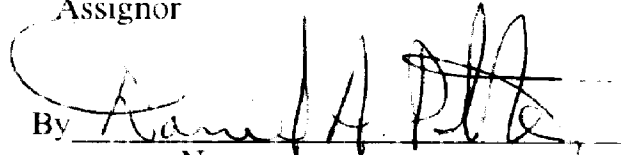
This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security 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.

* * * *

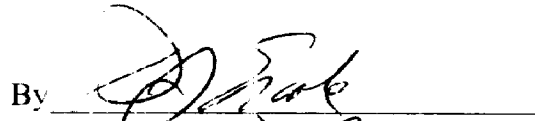
IN WITNESS WHEREOF, the undersigned have executed this Assignment

as of the 5 day of March 1998

VIDEO UPDATE, INC., as
Assignor

By 
Name:
Title:

BANQUE PARIBAS, as
Collateral Agent, Assignee

By 
Name: Eric C. E.
Title: MDirector

By _____
Name:
Title:

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

On this 5 day of March, 1998, before me personally came Daniel Potter, who, being by me duly sworn, did state as follows: that he is President of Video Update, 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.

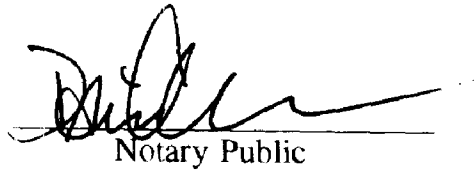
John C. Ostling III
Notary Public

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 6th day of MARCH, 1998, before me personally came

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

PATENT NO.

ISSUE DATE

0000HW89.W51

RECORDED: 01/19/1999

**TRADEMARK
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