

01-28-1999



100951665

To the Honorable Commissioner of Patents and Trademarks

or copy thereof.

1. Name of conveying party(ies):

The Marquee Group, Inc.

*None*  
1-27-99

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Delaware
- Other: \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: \_\_\_\_\_

Execution Date: July 31, 1998

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

Name: BankBoston, NA

Internal Address: \_\_\_\_\_

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - State: \_\_\_\_\_
- Other: National Association

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

4. Application number(s) or registration number(s)

A. Trademark Application No.(s)

75/093,503

B. Trademark Registration No.(s)

1,671,307 1,517,062

1,661,680 1,227,748

1,823,771

Additional numbers attached?  yes  no

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

Name: Catherine R. Howell, Paralegal

Internal Address: Ropes & Gray

Street Address: 1301 K St., N. W. Suite 800 East

City: Washington, D.C. State: DC Zip: 20005

6. Total number of applications and registration involved:

[ 6 ]

7. Total Fee (37 CFR 3.41) ..... \$ 165

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1945

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.

Catherine R. Howell  
Name of Person Signing

*Catherine R. Howell*  
Signature

August 20, 1998  
Date

*(resubmitted w/ sig Jan. 20, 1999)*

Total number of pages including cover sheet, attachments and document: [15]

7061059.01

TRADEMARK  
REEL: 1845 FRAME: 0103

MAA  
8-20-98

09-23-1998



100836354

To the Honorable Commissioner of Patents and Trademarks or copy thereof.

1. Name of conveying party(ies):  
 The Marquee Group, Inc.  
 Individual       Association  
 General Partnership     Limited Partnership  
 Corporation - State: Delaware  
 Other: \_\_\_\_\_  
 Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement     Change of Name  
 Other: \_\_\_\_\_

Execution Date: July 31, 1998

2. Name and address of receiving party(ies):  
 Name: BankBoston, NA  
 Internal Address: \_\_\_\_\_  
 Street Address: 100 Federal Street  
 City: Boston State: MA Zip: 02110  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation - State: \_\_\_\_\_  
 Other: National Association

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

4. Application number(s) or registration number(s)

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
75/093,503	1,671,307 1,517,062
	1,661,680 1,227,748
	1,823,771

Additional numbers attached?  yes  no

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Catherine R. Howell, Paralegal  
 Internal Address: Ropes & Gray  
 Street Address: 1301 K St., N. W. Suite 800 East  
 City: Washington, D.C. State: \_\_\_\_\_ Zip: 20005

6. Total number of applications and registration involved:  
 ..... [ 6 ]

7. Total Fee (37 CFR 3.41) ..... \$ 165  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
18-1945

09/23/1998 JSWBAZZ 00000000 181945 75093503

DO NOT USE THIS SPACE

01 FC:481 40.00 CH  
02 FC:482 125.00 CH

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.*

Catherine R. Howell      Catherine R. Howell      August 20, 1998  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments and document: [15]

7061059.01

## TRADEMARK AND SERVICE MARK SECURITY AGREEMENT

This Trademark and Service Mark Security Agreement between The Marquee Group, Inc., a Delaware corporation (the "Company"), located at 888 7th Avenue, 37th Floor, New York, New York 10019, and BankBoston, N.A., as agent (the "Agent"), located at 100 Federal Street, Boston, Massachusetts 02110, acting for itself and certain other lenders (the "Lenders") under the Credit Agreement dated as of July 31, 1998 as from time to time in effect (the "Credit Agreement"), among the Company, certain of its subsidiaries (the "Subsidiaries") the Lenders and the Agent. In accordance with the Guarantee and Security Agreement dated as of July 31, 1998 (the "Guarantee and Security Agreement") among the Company, the Subsidiaries and the Agent, the Company agrees to secure the payment and performance of the Credit Obligations to the Agent and the other Lenders. Capitalized terms used and not expressly defined herein shall have the same meanings ascribed to such terms in the Credit Agreement and the Guarantee and Security Agreement.

1. Grant of Security Interest. The Company hereby grants to the Agent and its successors and permitted assigns a security interest in the items referred to below in this Section 1, whether now owned or hereafter acquired, and all proceeds thereof (collectively, the "Collateral"):

1.1. All of the right, title and interest of the Company in and to all United States trademarks and service marks (collectively, the "Marks"), United States registrations for the Marks (collectively, the "Registrations") and all United States trademark and service mark applications for the Marks (collectively, the "Applications"). Such Registrations and Applications shall include without limitation all existing United States registrations and applications of the Company set forth as Exhibit A hereto.

1.2. The goodwill of the business of the Company symbolized by each of the Marks.

1.3. All right, title and interest of the Company in and to any cause of action that has heretofore arisen or that may arise with respect to unconsented use or infringement of the Marks, the Registrations or the Applications.

2. Further Assurances. The Company shall execute such further documents as may be reasonably requested by the Agent in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

3. Agreement to Assign Collateral. The Company shall execute and deliver to the Agent on the date of this Agreement a written Assignment of Trademarks and Service Marks to the

Agent in substantially the form attached hereto as Exhibit B (the "Assignment"). The Agent shall hold the Assignment in escrow, and the Assignment shall have no legal effect and shall not be binding on the Company, until the occurrence and continuance of an Event of Default, at which time the Agent may file the Assignment with the U.S. Patent and Trademark Office and, upon such filing, the Assignment shall take effect as a legal document binding upon the Company.

4. Foreclosure. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies granted by this Agreement and the Assignment, the Agent may exercise the rights and remedies of a secured party enacted in any of the jurisdictions in which the Collateral may be located. Without limiting the generality of the foregoing, upon the occurrence and during the continuance of an Event of Default, without demand or notice (except as set forth next below), all of which are waived, and without advertisement, the Agent may sell at public or private sale or otherwise realize upon, in The Commonwealth of Massachusetts or elsewhere, all or from time to time any of the Collateral, or any interest which the Company may have therein. Written notice of any sale or other disposition of the Collateral shall be given to the Company at least 10 days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which the Company agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Credit Obligation or the Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral (including associated goodwill), free from any right of redemption on the part of the Company, which right is waived and released. After deducting from the proceeds of sale or other disposition of the Collateral and associated goodwill all expenses (including reasonable out-of-pocket expenses for brokers' fees and legal services), the balance of such proceeds shall be applied toward the payment of the Credit Obligations. Any remainder of the proceeds after payment in full of the Credit Obligations shall promptly be paid over to the Company.

5. Defeasance. Upon payment in full of the Credit Obligations and termination of the commitments therefor, the Agent shall, at the Company's expense, release the security interest in the Collateral granted under this Agreement and execute and deliver such instruments and other documents and take such further actions as may be necessary to carry out such release or as may be reasonably requested by the Company, including cancellation of this Agreement by written notice to the U.S. Patent and Trademark Office and delivery back to the Company of the Assignment upon request of the Company.

6. General.

6.1. No course of dealing between the Company and the Agent, nor any failure to exercise, nor any delay in exercising on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege.

6.2. All of the Agent's rights and remedies with respect to the Collateral, whether established hereby or by the Credit Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part by any court of competent jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the Company and the Agent.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, as provided in the Credit Agreement.

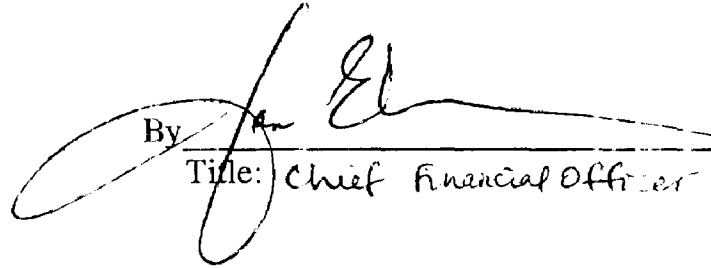
6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of The Commonwealth of Massachusetts.

6.7. This Agreement is a Credit Document (as defined in the Credit Agreement) and may be executed in any number of counterparts, which together shall constitute one instrument.

**[The rest of this page is intentionally blank.]**

Each of the undersigned has caused this Agreement to be signed by its duly authorized officer this 31<sup>st</sup> day of July, 1998.

THE MARQUEE GROUP, INC.

By  \_\_\_\_\_  
Title: Chief Financial Officer

BANKBOSTON, N.A.,  
as Agent under the Credit Agreement

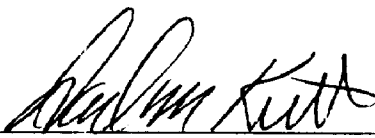
By \_\_\_\_\_  
Title: \_\_\_\_\_

Each of the undersigned has caused this Agreement to be signed by its duly authorized officer this \_\_\_ day of July, 1998.

THE MARQUEE GROUP, INC.

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

BANKBOSTON, N.A.,  
as Agent under the Credit Agreement

By  \_\_\_\_\_  
Title: DIRECTOR

See Attached.



PROSERV, INC.

Trademark Report by Country  
Status: ACTIVE

Printed: 6/18/98 Page 1

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>UNITED STATES</b>							
6189/0024	PROSERV	9/4/90	74/093,473	1/7/92	1,871,307	REGISTERED	35,a
35 - Advertising agency services; public relations services; agency representation for professional athletes & other celebrities by procuring corporate endorsements; business management services; promoting sporting, recreational, educational & entertainment events by seeking individual celebrity sponsors & corporate sponsors, trademark licensing services. a - 1st Use/Comm: 12/31/1994							
6189/0028	PROSERV	9/4/90	74/093,474	10/22/91	1,861,680	REGISTERED	16,a
15 - NEWSLETTERS REGARDING SPORTS MARKETING & PUBLIC RELATIONS, CALENDARS; PAPERWEIGHTS & NOTEPADS. a - 1ST USE/COMM: 12/31/1974							
6189/0025	PROSERV	10/19/90	74/107,202	2/22/94	1,823,771	REGISTERED	25,a
25 - CLOTHING; NAMELY, T-SHIRTS & HATS. a - 1ST USE/COMM: 05/01/1993							
6189/0027	PROSERV & DESIGN	11/3/80	73/284,490	2/15/83	1,227,748	REGISTERED	a
a - CLASSES 35, 36 & 41; PUBLIC RELATION AGENCY SERVICES; FINANCIAL CONSULTING SERVICES; PROMOTING ATHLETIC EVENTS.							
6189/0030	THE STAKES MATCH	4/28/96	75/093,503			PENDING	41
41 - Organizing & conducting tennis competitions.							
6189/0033	VIDEO FIELD TRIPS & DESIGN	8/24/87	73/680,010	12/20/88	1,517,062	REGISTERED	9,a
9 - PRE-RECORDED EDUCATIONAL VIDEOTAPES. a - 1ST USE: 01/05/1987 COMM: 01/20/1987							

**UNITED STATES**

6189/0024	PROSERV	9/4/90	74/093,473	1/7/92	1,871,307	REGISTERED	35,a
6189/0028	PROSERV	9/4/90	74/093,474	10/22/91	1,861,680	REGISTERED	16,a
6189/0025	PROSERV	10/19/90	74/107,202	2/22/94	1,823,771	REGISTERED	25,a
6189/0027	PROSERV & DESIGN	11/3/80	73/284,490	2/15/83	1,227,748	REGISTERED	a
6189/0030	THE STAKES MATCH	4/28/96	75/093,503			PENDING	41
6189/0033	VIDEO FIELD TRIPS & DESIGN	8/24/87	73/680,010	12/20/88	1,517,062	REGISTERED	9,a

**EXHIBIT B**

See Attached.

## ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

This Assignment of Trademarks and Service Marks (this "Assignment") is between The Marquee Group, Inc., a Delaware corporation (the "Company"), located at 888 7th Avenue, 37th Floor, New York, New York 10019, and BankBoston, N.A., as agent (the "Agent"), located at 100 Federal Street, Boston, Massachusetts 02110, acting for itself and certain other lenders (the "Lenders") under the Credit Agreement dated as of July 31, 1998 as from time to time in effect (the "Credit Agreement"), among the Company, certain of its subsidiaries (the "Subsidiaries"), the Lenders and the Agent. This Assignment is made pursuant to that certain Trademark and Service Mark Security Agreement dated as of this date (the "Security Agreement") between the Company and the Agent. Capitalized terms used and not expressly defined herein shall have the same meanings ascribed to such terms in the Credit Agreement.

### ASSIGNMENT

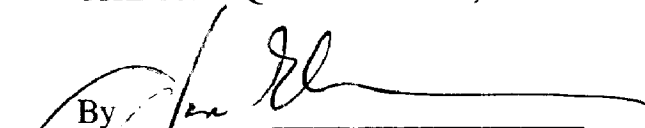
1. Assignment. Effective upon the occurrence and continuance of an Event of Default, the Company hereby assigns to the Agent and its successors and permitted assigns (as provided in the Credit Agreement), the items referred to below (collectively, the "Assigned Material"):
  - 1.1. All of the right, title and interest of the Company in and to all United States trademarks and service marks (collectively, the "Marks"), the United States registrations relating to the Marks (collectively, the "Registrations") and all United States trademark and service mark applications relating to the Marks (collectively, the "Applications"), now owned or hereafter acquired by the Company. Such Registrations and Applications shall include without limitation all existing United States registrations and applications of the Company described in Exhibit 1A.
  - 1.2. The goodwill of the business of the Company symbolized by each of the Marks.
  - 1.3. All right, title and interest of the Company in and to any cause of action that has heretofore arisen or that may arise with respect to unconsented use or infringement of the Marks, the Registrations or the Applications.
2. Further Assurances. The Company shall execute any further documents as may be reasonably requested by the Agent in order to fully effectuate this Assignment.

3. General. The provisions of this Assignment shall be read cumulatively with the provisions of Section 6 of the Security Agreement. This Assignment amends the Security Agreement by deleting Sections 1, 2, and 3 of the Security Agreement, which Sections 1, 2 and 3 shall be of no further force or effect in respect of the Assigned Material. This Assignment is a Credit Document.

**[The rest of this page is intentionally blank.]**

Each of the undersigned has caused this Assignment to be signed by its duly authorized officer this 31st day of July, 1998.

THE MARQUEE GROUP, INC.

By   
Title: Chief Financial Officer

BANKBOSTON, N.A.,  
as Agent under the Credit Agreement

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

Each of the undersigned has caused this Assignment to be signed by its duly authorized officer this \_\_\_ day of July, 1998.

THE MARQUEE GROUP, INC.

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

BANKBOSTON, N.A.,  
as Agent under the Credit Agreement

By  \_\_\_\_\_  
Title: DIRECTOR

**See Attached.**

PROSERV, INC.

Trademark Report by Country  
Status: ACTIVE

Printed: 6/18/98 Page 1

REFERENCE#	MARK	FILED	APPL#	REGOT	REG#	STATUS	CLASSES
<b>UNITED STATES</b>							
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35 - Advertising agency services; public relations services; agency representation for professional athletes & other celebrities by procuring corporate endorsements; business management services; promoting sporting, recreational, educational & entertainment events by seeking individual celebrity sponsors & corporate sponsors, trademark licensing services. a - 1st Use/Comm: 12/31/1994							
6189/0026	PROSERV	9/4/90	74/093,474	10/22/91	1,661,680	REGISTERED	16,a
16 - NEWSLETTERS REGARDING SPORTS MARKETING & PUBLIC RELATIONS, CALENDARS; PAPERWEIGHTS & NOTEPADS. a - 1ST USE/COMM: 12/31/1974							
6189/0025	PROSERV	10/19/90	74/107,202	2/22/94	1,823,771	REGISTERED	25,a
25 - CLOTHING; NAMELY, T-SHIRTS & HATS. a - 1ST USE/COMM: 05/01/1963							
6189/0027	PROSERV & DESIGN	11/3/80	73/284,490	2/15/83	1,227,748	REGISTERED	a
a - CLASSES 35, 36 & 41: PUBLIC RELATION AGENCY SERVICES; FINANCIAL CONSULTING SERVICES; PROMOTING ATHLETIC EVENTS.							
6189/0030	THE STAKES MATCH	4/28/96	75/093,503			PENDING	41
41 - Organizing & conducting tennis competitions.							
6189/0033	VIDEO FIELD TRIPS & DESIGN	8/24/87	73/680,010	12/20/88	1,517,082	REGISTERED	9,a
9 - PRE-RECORDED EDUCATIONAL VIDEOTAPES. a - 1ST USE: 01/05/1987 COMM: 01/20/1987							

**UNITED STATES**

6189/0024	PROSERV	9/4/90	74/093,473	1/7/92	1,671,307	REGISTERED	35,a
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