

04-15-1999

Docket No.:

2171.005 and 2105.004



101010395

Tab settings

To the Honorable Commissioner of Patents and Trademarks, P.O. Box 101010395

Documents or copy thereof.

1. Name of conveying party(ies):

**Semaphore Entertainment Group**

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

Name: **Simon Meyrowitz & Meyrowitz LLP**

Internal Address:

Street Address: **470 Park Avenue South, 12th Floor South**

City: **New York** State: **NY** ZIP: **10016**

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

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

Additional names(s) of conveying party(ies)  Yes  No

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

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

Execution Date: **January 29, 1999**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**1,939,277**  
**2,098,577**

Additional numbers  Yes  No

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

Name: **Andrew S. Langsam, Esq.**

Internal Address:

**Levisohn, Lerner, Berger & Langsam**

Street Address: **757 Third Avenue, Suite 2400**

City: **New York** State: **NY** ZIP: **10017**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41): \$ **\$65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

In case of deficiency, please charge account 02-2105

04/12/1999 DCORTES 00000090 1939277

DO NOT USE THIS SPACE

01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

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.

**Andrew S. Langsam**

Name of Person Signing

*Andrew S. Langsam*  
Signature

**March 31, 1999**

Date

Total number of pages including cover sheet, attachments, and

**5**

4/5/99

**SECURITY AGREEMENT**  
(Chattel Mortgage)

THIS AGREEMENT, made the 29th day of January 19 99 under the laws of the state of  
BETWEEN SEMAPHORE ENTERTAINMENT GROUP

herein called the Debtor  
whose business address is (if none, write "none") 32 East 57th Street, New York, NY 10022  
and whose residence address is N/A  
and SIMON MEYROWITZ & MEYROWITZ LLP herein called the Secured Party  
whose address is 470 Park Avenue South, 12th Floor South, New York, Ny 10016

**WITNESSETH:**

To secure the payment of an indebtedness in the amount of \$194,221.17 with interest, payable on demand

~~as evidenced by a note or notes of even date herewith,~~ and also to secure any other indebtedness or liability of the Debtor to the Secured Party direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising including all future advances or loans which may be made at the option of the Secured Party, (all hereinafter called the "obligations") Debtor hereby grants and conveys to the Secured Party a security interest in, and mortgages to the Secured Party,

- (a) the property described in the Schedule herein, which the Debtor represents will be used primarily
- for personal, family or household purposes
  - in farming operations
  - in business or other use

(b) all property, goods and chattels of the same classes as those scheduled, acquired by the Debtor subsequent to the execution of this agreement and prior to its termination. (If the property described in the Schedule is for personal, family or household purposes then no security attaches under this section (b) unless the debtor acquires rights in them within 10 days after the Secured Party gives value.)

(c) all proceeds thereof, if any,

(d) all substitutions, replacements and accessions thereto  
(the foregoing (a), (b), (c) and (d) hereinafter call the collateral).

**1. DEBTOR WARRANTS, COVENANTS AND AGREES AS FOLLOWS:**

- PAYMENT** 1a To pay and perform all of the obligations secured by this agreement according to their terms.
- DEFEND TITLE** 1b To defend the title to the collateral against all persons and against all claims and demands whatsoever, which collateral, except for the security interest granted hereby, is lawfully owned by the Debtor and is now free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments except as may be set forth in the schedule.
- ASSURANCE OF TITLE** 1c On demand of the secured party to do the following; furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of this agreement, execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the collateral and pay all costs of filing in connection therewith.
- POSSESSION** 1d To retain possession of the collateral during the existence of this agreement and not to sell, exchange, assign, loan, deliver, lease, mortgage or otherwise dispose of same without the written consent of the Secured Party.
- LOCATION** 1e To keep the collateral at the location specified in the schedule and not to remove same (except in the usual course of business for temporary periods) without the prior written consent of the Secured Party.
- LIENS** 1f To keep the collateral free and clear of all liens, charges, encumbrances, taxes and assessments.
- TAXES** 1g To pay, when due, all taxes, assessments and license fees relating to the collateral.
- REPAIRS** 1h To keep the collateral, at Debtor's own cost and expense, in good repair and condition and not to misuse, abuse, waste or allow to deteriorate except for normal wear and tear and to make same available for inspection by the Secured Party at all reasonable times.
- INSURANCE** 1i To keep the collateral insured against loss by fire (including extended coverage), theft and other hazards as the Secured Party may require and to obtain collision insurance if applicable. Policies shall be in such form and amounts and with such companies as the Secured Party may designate. Policies shall be obtained from responsible insurers authorized to do business in this state. Certificates of insurance or policies, payable to the respective parties as their interest may appear, shall be deposited with the Secured Party who is authorized, but under no duty, to obtain such insurance upon failure of the Debtor to do so. Debtor shall give immediate written notice to the Secured Party and to insurers of loss or damage to the collateral and shall promptly file proofs of loss with insurers. Debtor hereby appoints the Secured Party the attorney for the Debtor in obtaining, adjusting and cancelling any such insurance and endorsing settlement drafts and hereby assigns to the Secured Party all sums which may become payable under such insurance, including return premiums and dividends, as additional security for the indebtedness.

1j If this agreement is security for a loan to be used to pay a part or all of the purchase price of the collateral; to use the proceeds of the loan to pay the purchase price, filing fees and insurance premiums. The Secured Party however, may pay the proceeds directly to the seller of the collateral.

1k To immediately notify the Secured Party in writing of any change in or discontinuance of Debtor's place or places of business and/or residence.

1l That if the collateral has been attached to or is to be attached to real estate, a description of the real estate and the name and address of the record owner is set forth in the schedule herein; if the said collateral is attached to real estate prior to the perfection of the security interest granted hereby, Debtor will on demand of the Secured Party furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate, of any interest in the collateral which is prior to Secured Party's interest.

**2. GENERAL PROVISIONS:**

2a Notes, if any, executed in connection with this agreement, are separate instruments and may be negotiated by Secured Party without releasing Debtor, the collateral, or any guarantor or co-maker. Debtor consents to any extension of time of payment. If there be more than one Debtor, guarantor or co-maker of this agreement or of notes secured hereby, the obligation of all shall be primary, joint and several.

2b Waiver of or acquiescence in any default by the Debtor, or failure of the Secured Party to insist upon strict performance by the Debtor of any warranties or agreements in this security agreement, shall not constitute a waiver of any subsequent or other default or failure.

2c Notices to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the address herein set forth or otherwise designated in writing.

2d The Uniform Commercial Code shall govern the rights, duties and remedies of the parties and any provisions herein declared invalid under any law shall not invalidate any other provision or this agreement.

2e The following shall constitute a default by Debtor:

Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due.

Failure by Debtor to comply with or perform any provision of this agreement.

False or misleading representations or warranties made or given by Debtor in connection with this agreement.

Subjectation of the collateral to levy of execution or other judicial process.

Commencement of any insolvency proceeding by or against the Debtor or of any guarantor or surety for the Debtor's obligations.

Death of the Debtor or of any Guarantor or of surety for the Debtor's obligations.

Any reduction in the value of the collateral or any act of the Debtor which imperils the prospect of full performance or satisfaction of the Debtor's obligations herein.

2f Upon any default of the Debtor and at the option of the Secured Party, the obligations secured by this agreement shall immediately become due and payable in full without notice or demand and the Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and sale of the collateral and disposition of the proceeds as are accorded to a Secured Party by the applicable sections of the Uniform Commercial Code respecting "Default", in effect as of the date of this Security Agreement.

Upon any default, the Secured Party's reasonable attorneys' fees and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, storing, advertising, and selling the collateral shall be chargeable to the Debtor.

The Debtor shall remain liable for any deficiency resulting from a sale of the collateral and shall pay any such deficiency forthwith on demand.

If the Debtor shall default in the performance of any of the provisions of this agreement on the Debtor's part to be performed, Secured Party may perform same for the Debtor's account and any monies expended in so doing shall be chargeable with interest to the Debtor and added to the indebtedness secured hereby.

In conjunction with, addition to or substitution for those rights, Secured Party, at his discretion, may: (1) enter upon Debtor's premises peaceably, by Secured Party's own means or with legal process and take possession of the collateral, or render it unusable, or dispose of the collateral on the Debtor's premises and the Debtor agrees not to resist or interfere; (2) require Debtor to assemble the collateral and make it available to the Secured Party at a place to be designated by the Secured Party, reasonably convenient to both parties (Debtor agrees that the Secured Party's address as set forth above is a place reasonably convenient for such assembling); (3) unless the collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice will be met if such notice is mailed, postage prepaid, to the address of the Debtor shown above, at least three days before the time of sale or disposition.

2g Secured Party may assign this agreement and if assigned the assignee shall be entitled, upon notifying the Debtor, to performance of all of Debtor's obligations and agreements hereunder and the assignee shall be entitled to all of the rights and remedies of the Secured Party hereunder. Debtor will assert no claims or defenses Debtor may have against the Secured Party against the assignee.

2h The Secured Party is hereby authorized to file a Financing Statement.

2i The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provision thereof.

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective party hereto, and their respective legal representatives, successors and assigns.

The gender and number used in this agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This agreement may not be changed orally.

IN WITNESS WHEREOF, the Parties have respectively signed and sealed these presents the day and year first above written.

X *Robert B. Heywood*

SCHEDULE

Describe items of collateral, the address where each item will be located and describe any prior liens, etc., and the amounts due thereon. If items are crops or goods affixed or to be affixed to real estate describe the real estate and state the name and address of the owner of record thereof.

Items

Location, etc.

All personal property, furniture, fixtures, equipment including lease and leasehold improvements, goodwill, general intangibles, intellectual property rights (at common law or otherwise) including without limitation copyrights, trademarks, tradenames, contract rights, choses in action, inventory (including libraries, tapes, CD's, videocassettes, etc.), accounts, accounts receivable/third party payments now owned or that may hereafter arise, goods, instruments, documents and chattel paper (as those terms are defined under the Uniform Commercial Code) and the proceeds of all of the foregoing, whether now owned or hereafter acquired by Debtor, wherever located, including without limitation, and all books and records pertaining to the foregoing.

Registration and Certificate of Registration for the United States Trademark "The Ultimate Fighting Championship", Serial No. 74-516,111, Registration No. 1,939,277 and the appurtenant Service Mark.

Registration and Certificate of Registration for the United States Trademark for an Eight-Sided Competition Mat Configuration, Serial No. 74-673,129, Registration No. 2,098,577 and the appurtenant Service Mark.

The chief place of business of the Debtor, if other than stated in this agreement, is:

WAIVER BY LANDLORD AND/OR OTHERS

The undersigned, being the owner, mortgagee, landlord and/or lessor of the Debtor's premises, and knowing that the Secured Party relies hereon, does hereby waive, relinquish and release to the Secured Party or any holder of the security agreement all right of levy or distraint for rent and all other claims and demands of every kind which the undersigned has or may have against the collateral, this waiver to continue until termination of the security agreement.

WITNESS the hand and seal of the undersigned this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

.....  
.....

**Security Agreement  
(Chattel Mortgage)**

SEMAPHORE ENTERTAINMENT  
GROUP

to  
SIMON MEYROWITZ & MEYROWITZ LLP

19

Dated,

**GUARANTEE**

The undersigned guarantees prompt and full performance and payment according to the tenor of the within agreement, to the holder hereof, and, in the event of default, authorizes any holder hereof to proceed against the undersigned, for the full amount due including reasonable attorneys' fees, and hereby waives presentment, demand, protest, notice of protest, notice of dishonor and any and all other notices or demand of whatever character to which the undersigned might otherwise be entitled. The undersigned further consents to any extension granted by any holder and waives notice thereof. If more than one guarantor, obligation of each shall be joint and several.

WITNESS the hand and seal of the undersigned this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

..... (L.S.)

Residence.....

Business Address..... 32 East 57th St., NY, NY 10022

BY:  
~~Firm Name~~.....

By: