mco 04-28-99

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

05-05-1999

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECEIVED
TRADEMARK
APR 28 1999

Our Ref: 66397-0129

R SHEET

TO: The Commissioner of Patents and ... Please record the attached original document(s) or copy(ies).

Submission Type

X New

___ Resubmission (Non-Recordation)
Document ID # _____

___ Correction of PTO Error
Reel # _____ Frame # _____

___ Corrective Document
Reel # _____ Frame # _____

Conveyance Type

___ Assignment ___ License

X Security Agreement ___ Nunc Pro Tunc Assignment

___ Merger

___ Change of Name

___ Other _____

Effective Date
Month Day Year
4 21 1999

Conveying Party ___ Mark if additional names of conveying parties attached

Name Independent Pictures, Inc.

Execution Date
Month Day Year
4 21 1999

Formerly _____

___ Individual ___ General Partnership ___ Limited Partnership X Corporation ___ Association

___ Other

X Citizenship/State of Incorporation/Organization Delaware

Receiving Party ___ Mark if additional names of receiving parties attached

Name The Chase Manhattan Bank, as Administrative Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 270 Park Avenue

Address (line 2) New York, New York 10017

Address (line 3) _____

___ Individual ___ General Partnership ___ Limited Partnership

X Corporation ___ Association

___ Other _____

X Citizenship/State of Incorporation/Organization New York

___ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

05/04/1999 DNGUYEN 00000107 1967523
01 FC:481 40.00 OP

FOR OFFICE USE ONLY

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

Domestic Representative Name and Address **Enter for the first Receiving Party only.**

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

RECEIVED APR 28

Correspondent Name and Address Area Code and Telephone Number (212) 309-6683

Name Rachel A. Miller, Esq.

Address (line 1) MORGAN, LEWIS & BOCKIUS LLP

Address (line 2) 101 Park Avenue

Address (line 3) New York, New York 10178

Pages **Enter the total number of pages of the attached conveyance document including any attachments.** # 8

Trademark Application Number(s) or Registration Number(s) **Mark if additional numbers are attached**
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)	Registration Number(s)
	#1967523

Number of Properties **Enter the total number of properties involved.** # 1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): $ 40.00

Method of Payment: Enclosed X Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: 13-4520

Authorization to charge additional fees: Yes X No

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. Charges to deposit account are authorized, as indicated herein.

Rachel A. Miller, Esq. — Name of Person Signing

Rachel Miller — Signature

4/26/99 — Date Signed

TRADEMARK SECURITY AGREEMENT

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

WHEREAS, Independent Pictures, Inc., a Delaware corporation (the "Pledgor"), now owns or holds and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement, dated as of April 21, 1999 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among the Pledgor, the guarantors referred to therein, the lenders referred to therein (the "Lenders") and The Chase Manhattan Bank, as agent for the Lenders (the "Agent"), the Lenders have agreed to make loans to the Pledgor and the Issuing Bank has agreed to issue letters of credit for the account of the Pledgor;

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgor has granted to the Agent (for the benefit of itself, the Issuing Bank and the Lenders) a security interest in and to all personal property of the Pledgor including, without limitation, all right, title and interest of the Pledgor in, to and under all of the Pledgor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure

the payment and performance of the Obligations (such term being used herein as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor does, hereby grant to the Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations, a continuing security interest in all of the Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgor:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto or any other Credit Party adopts or acquires any Trademark or enters into any Trademark license, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Pledgor agrees to deliver updated copies of Schedule A and Schedule B to the Agent at the end of any quarter in which the Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgor, such further instruments or documents (in form and substance satisfactory to the Agent), and promptly perform, or cause to be promptly performed, upon the request of the Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Agent (for the benefit of itself, the Issuing Bank and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents (such term herein being used as defined in the Credit Agreement) in the Trademark Collateral or any portion thereof.

The Pledgor agrees that if any person, firm, corporation or other entity shall do or perform any act(s) which the Agent believes constitute an infringement of any Trademark, or

TRADEMARK
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violate or infringe any right of the Pledgor, the Agent or the Lenders therein or if any person, firm, corporation or other entity shall do or perform any acts which the Agent believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Pledgor (of if an Event of Default (such term being used herein as defined in the Credit Agreement) is at the time continuing, then without notice), the Agent may and shall have the right to take such steps and institute such suits or proceedings as the Agent may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary for the full protection of the rights of the parties. The Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgor or in the names of the parties jointly. The Agent hereby agrees to give the Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Agent pursuant to this paragraph.

This security interest is granted in conjunction with the security interests granted to the Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the Credit Agreement. Each of the Pledgor and the Agent does hereby further acknowledge and affirm that the rights and remedies of the Agent (for the benefit of itself, the Issuing Bank and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated, all Obligations (as defined in the Credit Agreement) have been indefeasibly paid in full and performed and all Letters of Credit have expired or been terminated or canceled, the Agent (on behalf of itself, the Issuing Bank and the Lenders), shall execute and deliver in a timely manner to the Pledgor, at the Pledgor's expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary, proper or advisable to terminate the security interest of the Agent (for the benefit of itself, the Issuing Bank and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Agent (on behalf of itself, the Issuing Bank and the Lenders) agrees that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur and be continuing an Event of Default and the Agent gives written notice to the Pledgor of its intention to enforce its rights against any of the Trademark Collateral.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of April 21, 1999.

INDEPENDENT PICTURES, INC.

By: _____
Name :
Title:

Accepted:

THE CHASE MANHATTAN BANK, as Agent

By: _____
Name:
Title:

NY02B/45758

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INDEPENDENT PICTURES, INC.

By: _____
Name :
Title:

Accepted:

THE CHASE MANHATTAN BANK, as Agent

By: _____
Name:
Title: TRACEY NAVIN EWING
Vice President

NY02B/45758

Schedule A to Trademark
Security Agreement

TRADEMARKS

Country	Owner	Application No.	Registration No.	Date of Registration	Trademark
USA	Independent Pictures, Inc.		1967523	4/9/96	Independent Pictures

NY02B/45758.2

TRADEMARK LICENSES

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

On this the 22ND day of APRIL, 1999, before me, JUDITH A. HOFRICHTER ~~ANDREW KARPEN~~, the undersigned Notary Public, personally appeared ANDREW KARPEN,

[✓] personally known to me,

[✓] proved to me on the basis of satisfactory evidence, to be the CHIEF FINANCIAL OFFICER of the corporation known as Independent Pictures, Inc. who executed the foregoing instrument on behalf of the corporation and acknowledged that such corporation executed it pursuant to a resolution of its Executive Committee of the Board of Directors

WITNESS my hand and official seal.

Judith A. Hofrichter
Notary Public

JUDITH A. HOFRICHTER
Notary Public, State of New York
No. 41-4742064
Qualified in Queens County
Cert. filed in New York County
Commission Expires March 30, 2001

NY02B/45758.2