

1-31-92

6-18-99



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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Midland Bank Plc

- Individual(s)
 - General Partnership
 - Corporation
 - Other: Public Limited Liability Company
- Additional name(s) of conveying parties attached? Yes No

- Association
- Limited Partnership

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

Name: Campania Limited

Address:

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other: Limited Liability Company

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(s) attached: Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: Correction and Request to Record Trademark Security Agreement Release and Termination against Ser. Nos. 73/817,170 and 73/817,016. These numbers were on the original recordal sheet without the 73 series code. (See attached recorded at Reel1334/Frame0301

- Merger
- Change of Name

Effective Date: January 9, 1995

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

73/817,170 (Reg. NO. ~~1,641,564~~
1,441,584)

73/817,016 (Reg. No. ~~1,633,779~~
1,433,778)

Additional Numbers attached? Yes No

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

Name: James E. Rosini, Esq.
Address: KENYON & KENYON
One Broadway
New York, New York 10004

6.

7. Total fee (37 C.F.R. 3.41) \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-0600

06/21/1999 DECATES 00000065 110600 1641584

01 FC:481 40.00 CH
02 FC:482 25.00 CH
03 FC:484 120.00 CH

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.

Jean E. Pelkowski
Name of Person Signing

Jean E. Pelkowski
Signature

6/17/99
Date

Total number of pages comprising cover sheet:

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

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

Commissioner of Patents and Trademarks
Box Assignments
Washington DC 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0605-0011), Washington, D.C. 20503

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Midland Bank Plc
Individual(s)
General Partnership
Corporation-State
Other Public Limited Liability Company 99

3. Nature of conveyance:
Assignment
Security Agreement
Other Termination 17
Execution Date: January 9, 1995

2. Name and address of receiving party(ies)
Name: Campania Limited
Internal Address:
Street Address:
City: State: ZIP:
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Limited Liability Company 99

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
817,097 817,170
817,014 705,080
817,016 1,167,821

8. Total number of applications and registrations involved: 8

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Mary E. Sullivan, Esq.
Internal Address: Mitchell, Silberberg & Knupp
Street Address: 11377 W. Olympic Blvd.
City: Los Angeles, State: CA ZIP: 90064

7. Total fee (37 CFR 3.41): \$ 215.00
Authorized to be charged to deposit account
8. Deposit account number: 20 0052

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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.
Mary Sullivan
Signature: Mary Sullivan 3/13/95
Date: 3/13/95

Total number of pages including cover sheet, attachments, and document: 7
Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT RELEASE AND TERMINATION

THIS TRADEMARK SECURITY AGREEMENT RELEASE AND TERMINATION is executed and delivered to Campania Limited, an English limited liability company (the "Company"), and certain of Company's subsidiaries (together with the Company, the "Trademark Owners"), by Midland Bank plc, as agent (the "Agent") for the Beneficiaries (as defined in the Amended Facility Agreement (as defined below)).

WHEREAS, certain Trademark Owners on the one hand, and First National Bank of Boston (the "Original Agent"), Bankers Trust Company and Credit Lyonnais Bank Nederland, N.V., on the other hand (collectively, the "Original Banks") entered into that certain facility agreement and related documents (the "Original Facility Agreement") dated as of June 30, 1989, and the Original Banks assigned all their rights, title and interest under the Original Facility Agreement to Agent (as such Original Facility Agreement has been amended from time to time to the date hereof including pursuant to that certain Amended Facility dated as of February 5, 1991, as amended and/or restated from time to time and in effect on the date hereof between certain Trademark Owners and Agent, as amended from time to time to the date hereof, the "Amended Facility Agreement") pursuant to which the Trademark Owners granted to the Agent, for the benefit of the Beneficiaries, (or the Original Agent, for the benefit of the Original Banks) security interests in certain collateral described therein;

WHEREAS, pursuant to the terms of the Amended Facility Agreement, the Trademark Owners executed and delivered and Agent filed with the United States Patents and Trademark Office ("USPTO") the following Trademark Security Agreements: (i) the Trademark and Trade Name Collateral Assignment dated as of June 30, 1989 between certain Trademark Owners and Bank of Boston, as Original Agent (as amended from time to time which was recorded in the USPTO on October 4, 1989 at Reel 0676, Frames 0778 and 0784 and which Trademark and Trade Name Collateral Assignment was assigned to Agent by Bank of Boston, as Original Agent pursuant to an Assignment of Trademark and Trade Name Collateral Assignment dated as of the 30th day of April, 1990 and recorded in the USPTO at Reel 0723, Frame 0794 and (ii) the Amended and

TRADEMARK

REEL 1892 FRAME 0903

Restated Trademark Security Agreement dated February 5, 1991 between certain Companies and Agent, for the benefit of the Beneficiaries (as amended from time to time), which was recorded in the USPTO on February 15, 1991 at Reel 0767, Frame 0261, in the USPTO on July 16, 1990 (the foregoing Trademark Security Agreements and all other security agreements, trademark mortgages and trademark assignments, and any other documents which the Trademark Owners may have executed in favour of the Agent (or Agent's predecessor) in connection with the Amended Facility Agreement and which may have been recorded in the USPTO are collectively referred to herein as the "Trademark Security Agreements");

WHEREAS, pursuant to the Trademark Security Agreements, security interests were granted by the Trademark Owners in favour of the Agent, (or the Original Agent for the benefit of the Original Banks) for the benefit of the Beneficiaries, (or the Original Agent for the benefit of the Original Banks) in and to the collateral described therein (the "Trademarks") including, but not limited to, the trademarks listed in Schedule "A" (all of the foregoing referred to in this paragraph are collectively referred to herein as the "Trademark Collateral"); and

WHEREAS, Agent wishes to release and terminate the Agent's security interest in the Trademarks, the Trademark Collateral and the Trademark Security Agreements;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby irrevocably:

- (A) terminates all the Trademark Security Agreements and all other documents relating to the Agent's security interest in and to the Trademarks and Trademark Collateral;
- (B) releases the liens and security interests granted to it in and on any and all of the Trademark Owners' right, title and interest in, to and under any trade names, United States and foreign trademarks, service marks, any

registrations thereof, the Trademarks, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and any other Trademark Collateral;

(C) acknowledges, agrees and confirms that Agent, on behalf of the Beneficiaries, has no right, title or interest in or to (or security interest in) the Trademarks, any of the goodwill of the business connected with the use of, and symbolised by, the Trademarks and any other Trademark Collateral; and

(D) retransfers and reassigns to the Trademark Owners all of the Agent's right, title and interest, to the extent the Agent shall be deemed to have the same, in and to the Trademarks, all of the goodwill of the business connected with the use of, and symbolised by, the Trademarks and any other Trademark Collateral.

The Agent hereby authorizes the Trademark Owners to file this Trademark Security Agreement Release and Termination and such other documents or instruments with the United States Patent and Trademark Office as may be necessary to give effect to the termination of the Trademark Security Agreements.

This Trademark Security Agreement Release and Termination shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement Release and Termination to be duly executed by its officer hereunto duly authorized as of 9th January 1995.

MIDLAND BANK PLC, on behalf of)
itself and as agent for)
Beneficiaries)

By: A.C. MARRIETTE

Title: SENIOR CORPORATE
[00099716]

BANKING DIRECTOR

IN THE PRESENCE OF:

NAME

T. R. BRADFORD, Solicitor
MANCHESTER,
10 NORWICH ST, LONDON E4

ADDRESS

REEL 1892 FRAME 0905
TRADEMARK

SCHEDULE A

UNITED STATES TRADEMARK AND SERVICE MARK
APPLICATIONS AND REGISTRATIONS

<u>MARK</u>	<u>Class</u>	<u>Serial No./ Req. No.</u>	<u>Filing/ Req. Date</u>	<u>Action/ Due Date</u>
Design (ITC logo)	9	817,897	8/4/89	No action due application is pending
Design (ITC logo)	41	817,914	8/4/89	No action due application is pending
ITC and Design	9	✓ 817,916	8/4/89	No action due application is pending
ITC and Design	41	✓ 817,170	8/4/89	No action due application is pending
ITC and Design	41	705,880	9/27/60	Renewal due 9/27/2000
ITC	42	1,267,821	9/1/81	Renewal due 9/27/2001
ITC ENTERTAINMENT INC. and Design	41	1,125,042	9/11/79	Renewal due 9/11/99
ITC and Design	41	1,125,061	9/11/79	Renewal due 9/11/99

TRADE-MARK

SER 0767 TXR203

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ILLEGIBILITY FLASHER

**THIS FLASHER INDICATES THAT ILLEGIBILITY WAS DUE TO THE
POOR CONDITIONS OF THE INK OR PAPER WHEN MICROFILMED.**

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SCHEDULE A to TRADEMARK SECURITY AGREEMENT
(Cont.)

*Release and
Termination*

Trademark Registrations of ITC Entertainment Limited

<u>COUNTRY</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Bolivia	41.733	January 5, 1983	January 5, 1983
Brazil	1272/0703.174	November 25, 1979	November 25, 1989
Chile	233645	December 19, 1980	December 19, 1990
Colombia	98526	March 25, 1982	March 25, 1987
Denmark	1427-1979	May 18, 1979	May 18, 1989
Ecuador	405	April 2, 1979	April 2, 1984
Finland	84459	March 7, 1983	March 7, 1993
France	1462782	August 8, 1968	August 8, 1978
Germany	987847	October 23, 1978	October 23, 1988
Germany	1014053	April 2, 1979	April 2, 1989
Great Britain	1102864	October 12, 1978	October 12, 1983
Guatemala	28779/384/92	March 25, 1980	March 25, 1990
Honduras	26133	April 19, 1979	April 19, 1989
Hong Kong	2560 of 1985	November 13, 1979	November 13, 1986
Ireland	103886	October 16, 1978	October 16, 1983
Israel	46768	November 6, 1978	November 6, 1983
Italy	363377	November 3, 1978	November 3, 1983
Japan	1676777	April 20, 1984	April 20, 1994
Philippines	36395	December 24, 1986	December 24, 2006
Mexico	228426	January 15, 1979	January 15, 1984
Norway	114026	June 2, 1983	June 2, 1993
Paraguay	107100	July 30, 1983	July 30, 1993
Peru	49774	July 7, 1983	July 7, 1993
Singapore	278647	December 29, 1978	December 29, 1983

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South Africa	80/3944	June 18, 1980	June 18, 1990
Taiwan	147511	January 15, 1981	January 15, 1991
Uruguay	177878	February 28, 1984	February 28, 1994
Venezuela	119105	April 24, 1986	April 24, 2001

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U.S. PATENT AND TRADEMARK
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