

07-20-1999



101093447

7/9/99

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date   
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association

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.)

Other

Citizenship/State of Incorporation/Organization

07/20/1999 MTHA11 00000047 200052 2242336

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

[Empty text box]

Address (line 1)

[Empty text box]

Address (line 2)

[Empty text box]

Address (line 3)

[Empty text box]

Address (line 4)

[Empty text box]

**Correspondent Name and Address**

Area Code and Telephone Number

310-312-3186

Name

Anthony A. Adler, Esq.

Address (line 1)

Mitchell, Silberberg & Knupp, LLP

Address (line 2)

11377 West Olympic Boulevard

Address (line 3)

Los Angeles, CA 90064

Address (line 4)

[Empty text box]

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

6

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers 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)

[Empty text boxes for Trademark Application Number(s)]

2242336 [Empty text boxes for Registration Number(s)]

**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

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

70-0052

Authorization to charge additional fees:

Yes

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.

David Adams

Anthony A. Adler

Name of Person Signing

*Anthony A. Adler*  
Signature

Signature

7-1-99

Date Signed

**MORTGAGE, ASSIGNMENT AND GRANT OF SECURITY INTEREST  
WITH RESPECT TO TRADEMARKS**

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, THE JAZZ STORE, INC., a New Jersey corporation, the principal office of which is located at 200 Madison Avenue, New York, New York 10016 (the "Debtor"), does hereby irrevocably mortgage, pledge, assign and grant a first priority continuing security interest to IMPERIAL BANK, a California banking corporation, individually and as agent (the "Secured Party"), having an office located at 9777 Wilshire Boulevard, Beverly Hills, California 90212, and to the Secured Party's successors and assigns, in and to all right, title and interest of the Debtor, now owned or hereafter acquired throughout the universe, in and to all of the trade names, trademarks, service names and/or service marks listed on Schedule A attached hereto, all applications pending with respect thereto and all renewals and extensions thereof and the good will associated with such marks and names (collectively, the "Trademarks"), as security for the payment and performance (whether presently existing or hereafter arising) of any and all indebtedness and obligations of any or all of the "Borrowers" (as defined below) to the Secured Party pursuant to the terms of (i) that Amended and Restated Revolving Credit Loan and Security Agreement ("Restated Loan Agreement"), dated as of June 14, 1999, by and among the Debtor, Unapix Entertainment, Inc., a Delaware corporation, Miramar Images, Inc., a Washington corporation, Unapix Productions West, a California corporation, Fresh Development, Inc., a Delaware corporation, Unapix Direct Media, Inc., a New Jersey corporation, Green Leaf Advertising Company, Inc., a New York corporation and Unapix Syndication Inc., a New York corporation (collectively, the "Borrowers"), and Secured Party, (ii) all promissory notes of the Borrowers in favor of Secured Party now existing or hereafter executed by the Borrowers, and (iii) all other agreements and documents among any or all of the Borrowers and Secured Party now existing or hereafter entered into, as any of the foregoing may be amended or modified and/or restated from time to time (collectively the "Loan Documents"). The obligations of the Borrowers to Secured Party pursuant to the Loan Documents are also secured by other personal property of the Borrowers pursuant to the Loan Documents.

This Mortgage, Assignment and Grant of Security Interest With Respect to Trademarks is subject to all of the applicable terms and conditions in the Loan Documents. Upon the occurrence of an "Event of Default" (as such term is defined in the Restated Loan Agreement) default or breach by any or all of the Borrowers under any of the Loan Documents, the Secured Party may exercise any and all rights and remedies of the Secured Party under the Loan Documents, and the laws of the State of California and of the United States of America and any other relevant jurisdictions.

The Debtor does hereby irrevocably appoint the Secured Party as the Debtor's attorney in fact to do all acts and things permitted or contemplated by the terms hereof and/or the Loan Documents. This power of attorney is coupled with an interest and is irrevocable.

The Debtor agrees that if any person, corporation, partnership, trust, limited liability company, or other entity, shall do or perform any acts which the Secured Party believes (i) constitutes a trademark infringement on any of the Trademarks, (ii) infringes any rights of the Debtor or the Secured Party, or (iii) constitutes an unauthorized or unlawful use thereof, then the Secured Party may and shall have the right to take such steps and institute such suits or proceedings as the Secured Party may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties, but the Secured Party shall not be obligated to do any of the foregoing. The Secured Party may take such steps or institute such suits or proceedings in its own name or in the name of the Debtor or in the names of the parties jointly.

This Mortgage, Assignment and Grant of Security Interest With Respect to Trademarks shall in all respects be subject to, construed in accordance with and governed by, the laws of the State of California without giving effect to that State's choice of law rules.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of

June 14, 1999.

THE JAZZ STORE, INC.,  
a New Jersey corporation

By: Walter W. Murphy  
Its: TREASURER

0103439.1

TRADEMARK  
REEL: 001928 FRAME: 0679


ALL-PURPOSE ACKNOWLEDGMENT

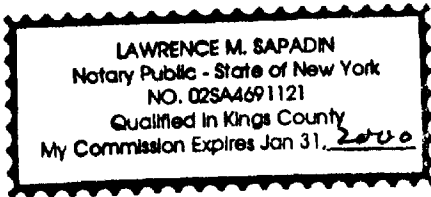
State of New York )  
County of NEW YORK )

On JUNE 14, 1999 before me, LAWRENCE M. SAPADIN  
DATE  
personally appeared DANIEL T. MURPHY  
NAME(S) OF SIGNER(S)

- personally known to me -OR-
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

  
SIGNATURE OF NOTARY



CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE

OFFICER(S) TREASURER  
TITLE(S)

- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- 
- OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR  
ENTITY(IES)

The Jazz Store, Inc.

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT: Mortgage, Assignment and Grant of Security Interest With Respect to Trademarks

NUMBER OF PAGES      DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE xxx

Though the data requested here is not required by law, it could prevent fraudulent reattachment of

SCHEDULE A

DESCRIPTION OF COLLATERAL

Debtor: THE JAZZ STORE, INC.  
a New Jersey corporation

Secured Party: IMPERIAL BANK, a California banking corporation, individually and as Agent

The term "Collateral" shall mean all of the Debtor's current and hereafter acquired right, title and interest in and to any and all trademarks, trademark rights, trademark registrations, service marks, service mark rights, service mark registrations, trade names, trade name rights, trade name registrations, logos, indicia, corporate and company names, business source and business identifiers, and renewals and extensions thereof, domestic and foreign, statutory and common law and other like business property rights, all as more particularly described in Exhibit 1 attached hereto (collectively, the "Trademarks"), and any goodwill associated with the Trademarks or otherwise, and the right (but not the obligation) to register claims under any Trademarks, and to renew and extend the Trademarks, and the right (but not the obligation) to sue in the name of the Debtor or in the name of the Secured Party for past, present or future infringement of the Trademarks, and all accounts, accounts receivable, chattel paper, contract rights, general intangibles, and proceeds generated by the foregoing.

**EXHIBIT 1**

**LIST OF TRADEMARKS**

**Debtor:** The Jazz Store, Inc.,  
a New Jersey corporation

**Secured Party:** Imperial Bank, a California banking corporation

- THE JAZZ STORE 2,242,336

0103439.1