

07-20-1999



101093448

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
06141999

Name UNAPIX ENTERTAINMENT, INC.

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name IMPERIAL BANK

DBA/AKATA

Composed of

Address (line 1) 9777 Wilshire Boulevard

Address (line 2)

Address (line 3) Beverly Hills

CA

90212

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other California banking corporation
- Citizenship/State of Incorporation/Organization California

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.)

07/20/1999 MTHAI1 00000046 200052 75266263

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 700.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)

<input type="text" value="75266263"/>	<input type="text" value="75501968"/>	<input type="text" value="75501969"/>	<input type="text" value="2199465"/>	<input type="text" value="2226676"/>	<input type="text" value="2177523"/>
<input type="text" value="75499537"/>	<input type="text" value="75501957"/>	<input type="text" value="75499630"/>	<input type="text" value="2226563"/>	<input type="text" value="1831619"/>	<input type="text" value="2156745"/>
<input type="text" value="75499631"/>	<input type="text" value="75499535"/>	<input type="text" value="75499915"/>	<input type="text" value="2248129"/>	<input type="text" value="2248128"/>	<input type="text" value="2250194"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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

David Adams
Anthony A. Adler

7/1/99

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

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

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

75499541	75499534	75501970
75079070	75146078	75146149
75226804	75226807	75279615
75266262	75266261	

**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, UNAPIX ENTERTAINMENT, INC., a Delaware 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, 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, Unapix Syndication Inc., a New York corporation, and The Jazz Store, Inc., a New Jersey 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.

UNAPIX ENTERTAINMENT, INC.,
a Delaware corporation

By: *Arvid T. Murphy*

Its: TREASURER

ALL-PURPOSE ACKNOWLEDGMENT

State of New York)
County of NEW YORK)

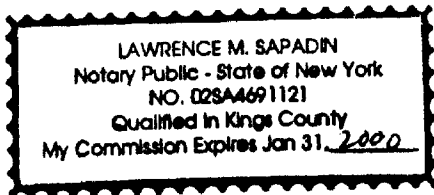
On June 14, 1999 before me, LAWRENCE M. SAPADIN
DATE

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.

Lawrence M. Sapadin
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)

Unapix Entertainment, 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: UNAPIX ENTERTAINMENT, INC.,
a Delaware 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.

Debtor: UNAPIX ENTERTAINMENT, INC., A DELAWARE CORPORATION

Secured Party: IMPERIAL BANK, A CALIFORNIA BANKING CORPORATION,
INDIVIDUALLY AND AS AGENT

Exhibit 1

Registered

A-PIX ENTERTAINMENT (Reg. No. 2, 199, 465) (10/27/98)

A-PIX ENTERTAINMENT & DESIGN (Reg. No. 2,226,676) (2/23/99)

INNER DIMENSION & DESIGN (Reg. No. 2,177,523) (7/28/98)

THE HORROR SHOP (STYLIZED) (Reg. No. 2,226,563) (2/23/99)

UNAPIX (Reg. No. 1,831,619) (4/19/94)

UNAPIX FILMS, INC. (Reg. No. 2,156,745) (May 12, 1998)

UNAPIX FILMS, INC. & DESIGN (Reg. No. 2,248,129) (5/25/1999)

DESIGN (U and Design) (Reg. No. 2,248,128) (5/25/1999)

DESIGN (U and Design) (Reg. No. 2,250,194) (6/1/1999)

Pending

DESIGN (U and Design) (75/266,263)

DOCERE (75/501,968) - Filed 6/10/98

DOCERE (75/501,969) - Filed 6/10/98

DOCERE (75/499,537) - Filed 6/10/98

Debtor: UNAPIX ENTERTAINMENT, INC., A DELAWARE CORPORATION

Secured Party: IMPERIAL BANK, A CALIFORNIA BANKING CORPORATION,
INDIVIDUALLY AND AS AGENT

DOCERE (75/501,957) - Filed 6/10/98

DOCERE (75/499,630)- Filed 6/10/98

DOCERE (75/499,631) - Filed 6/10/98

DOCERE (75/499,535) - Filed 6/10/98

DOCERE (75/499,915) - Filed 6/10/98

DOCERE (75/499,541) - Filed 6/10/98

DOCERE (75/499,534) - Filed 6/10/98

DOCERE (75/501,970) - Filed 6/10/98

GREAT MINDS OF - (75/079,070) - Filed 3/27/97

GREAT MINDS OF - (75/146,078) - Filed 8/6/96

GREAT MINDS OF - (75/146,149) - Filed 8/6/96

INNER DIMENSION & DESIGN (75/226,804) - Filed 1/16/97

INNER DIMENSION & DESIGN (75/226,807)

MISCELLANEOUS DESIGN (75/279,615)

UNAPIX CONSUMER PRODUCTS (75/266,262)

UNAPIX CONSUMER PRODUCTS & DESIGN (75,266,261)