

09-29-1999

TRADEMARK

MKD  
9-27-99



REC 101157203  
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
- Change of Name
- Other \_\_\_\_\_

Effective Date  
Month Day Year  
04-01-98

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name SHOWBIZMART.COM 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 THE CHASE MANHATTAN BANK, AS AGENT

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 600 FIFTH AVENUE

Address (line 2) \_\_\_\_\_

Address (line 3) NEW YORK NEW YORK 10020

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other BANKING CORPORATION
- 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.)

09/29/1999 MTHAI1 00000173 75629703

FOR OFFICE USE ONLY

01 FC:481 40.00 DP  
02 FC:482 50.00 DP

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

TRADEMARK  
REEL: 001960 FRAME: 0207

**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)**

**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.

JEAN CRAWFORD

*Jean Crawford*  
Signature

9/24/99  
Date Signed

Name of Person Signing

Signature

Date Signed

ASSIGNMENT FOR SECURITY  
(TRADEMARKS)

WHEREAS, ShowbizMart.com Inc., a Delaware corporation (the “**Assignor**”), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Assignor is obligated to The Chase Manhattan Bank and the lenders (the “**Lenders**”) party to the Amended and Restated Credit Agreement, dated as of April 1, 1998(as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”), among Assignor, certain affiliates of Assignor, the Guarantors and the Lenders named therein, and The Chase Manhattan Bank, as agent for the Lenders (in its capacity as agent herein referred to as “**Assignee**”), and the Assignor pursuant to Waiver and Amendment Agreement No. 4 to the Credit Agreement has entered into an Amended and Restated Security Agreement and Mortgage - Patents, Trademarks and Copyrights (the “**Agreement**”) in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of the Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, by reason of infringement thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are subject to the terms and provisions set forth in the Agreement.

Assignee’s address is 600 Fifth Avenue, New York, New York 10020.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 30th day of June, 1999.

SHOWBIZMART.COM INC.

By: 

Name: CARLOS D. DeMATTOS

Title: PRESIDENT / CEO

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
ShowbizMart.com	75/629,703	01/29/99
Go To The Mart	75/644,589	02/22/99
Come To The Mart	75/644,588	02/22/99