

10-01-1999

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



101159343

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

9-29-99

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

☐ 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 Assignment.)

FOR OFFICE USE ONLY

10/01/1999 MTHA11 00000032 2199465

01 FC:481  
02 FC:482

40.00 OP  
800.00 OP

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: 001969 FRAME: 0039

**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 (310) 788-1053

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.

Gordon M. Bobb

Name of Person Signing

Gordon M. Bobb

Signature

9/28/99

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**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

☐

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.)

☐

Corporation

☐

Association

☐

Other

☐

Citizenship/State of Incorporation/Organization

**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)**





**CONVEYING PARTIES**

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  
The Jazz Store, Inc., a New Jersey corporation

**Trademark Application or Registration Numbers**

**Registered**

Reg. No. 2,199,465

Reg. No. 2,226,676

Reg. No. 2,177,523

Reg. No. 1,632,180

Reg. No. 2,226,563

Reg. No. 1,831,619

Reg. No. 2,156,745

**Pending**

Application No. 75/266,781

Application No. 75/266,263

Application No. 75/266,784

Application No. 75/501,968

Application No. 75/501,969

Application No. 75/499,537

Application No. 75/501,957

Application No. 75/499,630

Application No. 75/499,631

Application No. 75/499,535

Application No. 75/499,915

Application No. 75/499,541

Application No. 75/499,534

Application No. 75/501,970

Application No. 75/079,070

Application No. 75/146,078

Application No. 75/146,149

Application No. 75/226,804

Application No. 75/226,807

Application No. 75/279,615

Application No. 75/076,878

Application No. 75/076,825

Application No. 75/102,117

Application No. 75/266,262

Application No. 75/266,261

Application No. 75/266,785

## TRADEMARK SECURITY AGREEMENT



WHEREAS, 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, UNAPIX SYNDICATION INC., a New York corporation and THE JAZZ STORE, INC., a New Jersey corporation (individually a "Grantor" and collectively, the "Grantors") have entered into a Credit and Security Agreement dated as of September 28, 1999 (the "Credit Agreement") with General Electric Capital Corporation ("Lender"), pursuant to which the Lender has agreed to make loans to the Grantors subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantors have granted to the Lender a security interest in all of the personal property of the Grantors to secure the payment of the Obligations (as such term is defined in the Credit Agreement), which personal property includes without limitation all right, title and interest of the Grantors in, to and under any of the following, whether now owned or hereafter acquired (collectively, the "Trademarks"):

- (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including 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 or territory thereof, or any other country or any political subdivision thereof, including without limitation all of the trademarks listed in Schedule A attached hereto (as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing; copyright or copyright license, whether now existing or hereafter arising or acquired, and all proceeds thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, hereby agree as follows:

1. The Grantors hereby jointly and severally grant to Lender, together with its successors and assigns, for security pursuant to the terms of and in connection with the Credit Agreement and related documents, a continuing security interest in all right, title and interest of each and all of the Grantors in and to the following (all of the following items or types of property being collectively referred to herein as the "Collateral"), whether presently existing or hereafter arising or acquired:

(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, 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 any Grantor 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.

2. The Grantors agree that if any person, firm, corporation or other entity shall do or perform any acts which Lender believes constitute an infringement of any Trademark, or violate or infringe any right of any Grantor or Lender therein or if any person, firm, corporation or other entity shall do or perform any acts which Lender believes constitute an unauthorized or unlawful use thereof, then and in any such event, Lender may and shall have the right to take such steps and institute such suits or proceedings as Lender 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 Lender shall not be obligated to do any of the foregoing. Lender may take such steps or institute such suits or proceedings in its own name or in the name of any or all of the Grantors or in the names of the parties jointly.

3. Each Grantor hereby irrevocably constitutes and appoints Lender as its lawful attorney-in-fact to do all acts and things permitted or contemplated by the terms hereof and pursuant to the aforesaid Credit Agreement, which appointment shall be deemed coupled with an interest and irrevocable.

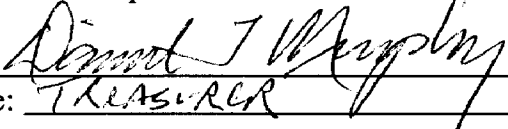
4. This Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Credit Agreement. Each Grantor acknowledges and affirms that the rights and remedies of Lender with respect to the Collateral made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**5. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE.**

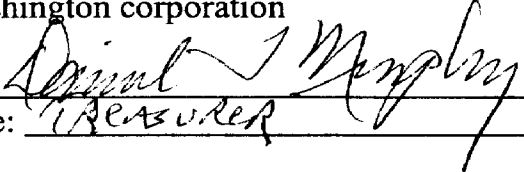


IN WITNESS WHEREOF, this Agreement has been duly executed as of September 24, 1999.

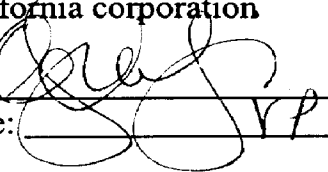
**UNAPIX ENTERTAINMENT, INC.,** a  
Delaware corporation

By:   
Title: TREASURER

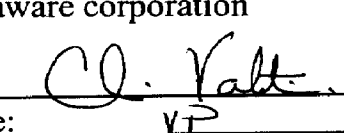
**MIRAMAR IMAGES, INC.,** a  
Washington corporation

By:   
Title: TREASURER

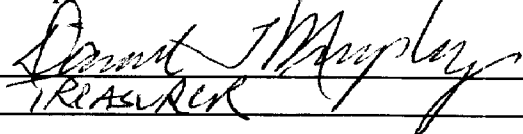
**UNAPIX PRODUCTIONS WEST,** a  
California corporation

By:   
Title: VP

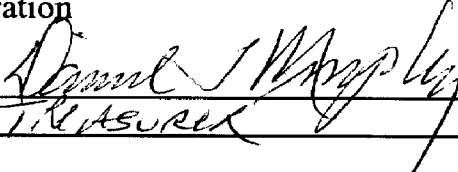
**FRESH DEVELOPMENT, INC.,** a  
Delaware corporation

By:   
Title: VP

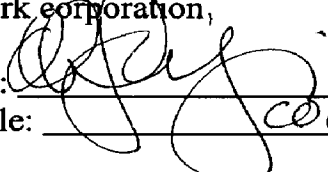
**UNAPIX DIRECT MEDIA, INC.,** a New  
Jersey corporation

By:   
Title: TREASURER

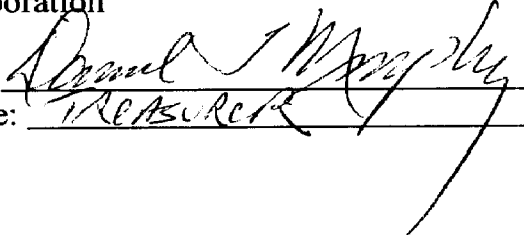
**GREEN LEAF ADVERTISING  
COMPANY, INC.,** a New York  
corporation

By:   
Title: TREASURER

**UNAPIX SYNDICATION INC.,** a New  
York corporation,

By:   
Title: COO

**THE JAZZ STORE, INC.,** a New Jersey  
corporation

By:   
Title: TREASURER

State of ~~California~~ NEW YORK )  
County of NEW YORK )

SS.

On September 24, 1999, before me, Jessie Walls  
personally appeared Daniel T. Murphy, 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.

JESSIE WALLS  
Notary Public, State of New York  
No. 03-4650818  
Qualified in Bronx County  
Certificate filed in New York County  
Commission Expires 8/31/2001

(SEAL)

State of ~~California~~ NEW YORK )  
County of NEW YORK )

SS.

On September 24, 1999, before me, Jessie Walls  
personally appeared David Dreitinger, 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.

JESSIE WALLS  
Notary Public, State of New York  
No. 03-4650818  
Qualified in Bronx County  
Certificate filed in New York County  
Commission Expires 8/31/2001

(SEAL)

State of ~~California~~ NEW YORK )  
County of NEW YORK )

SS.

On September 24, 1999, before me, Jessie Walls  
personally appeared Chris Valentini, 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.

JESSIE WALLS  
Notary Public, State of New York  
No. 03-4650818  
Qualified in Bronx County  
Certificate filed in New York County  
Commission Expires 8/31/2001

(SEAL)

**Registered**

A-PIX ENTERTAINMENT (Reg. No. 2,199,465) (Class 9; 10/27/98)

A-PIX ENTERTAINMENT & DESIGN (Reg. No. 2,226,676) (Class 9; 2/23/99)

INNER DIMENSION & DESIGN (Reg. No. 2,177,523) (Class 9; 7/28/98)

MIRAMAR PRODUCTIONS (Reg. No. 1,632,180)

THE HORROR SHOP (STYLIZED) (Reg. No. 2,226,563) (Class 35; 2/23/99)

UNAPIX (Reg. No. 1,831,619) (Class 41; 4/19/94)

UNAPIX FILMS, INC. (Reg. No. 2,156,745) (Class 41; May 12, 1998)

**Pending**

DESIGN (U and Design) (75/266,781) (Class 42) – Notice of Allowance issued on 4/28/98

DESIGN (U and Design) (75/266,263) (Class 9) – Notice of Allowance

DESIGN (U and Design) (75/266,784) (Class 41) – Notice of Allowance issued 4/7/98

DOCERE (75/501,968) (Class 42) – Filed 6/10/98

DOCERE (75/501,969) (Class 41) – Filed 6/10/98

DOCERE (75/499,537) (Class 28) – Filed 6/10/98

DOCERE (75/501,957) (Class 26) – Filed 6/10/98

DOCERE (75/499,630) (Class 25) – Filed 6/10/98

DOCERE (75/499,631) (Class 21) – Filed 6/10/98

DOCERE (75/499,535) (Class 18) – Filed 6/10/98

DOCERE (75/499,915) (Class 16) – Filed 6/10/98

DOCERE (75/499,541) (Class 14) – Filed 6/10/98

DOCERE (75/499,534) (Class 9) – Filed 6/10/98

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

GREAT MINDS OF — (75/079,070) (Class 9) Filing date: 3/27/97 (assignment from Disney)

GREAT MINDS OF — (75/146,078) (Class 41) Filing date: 8/6/96

GREAT MINDS OF — (75/146,149) (Class 9) Filing date: 8/6/96

INNER DIMENSION & DESIGN (75/226,804) (Class 16) – Filing date: 1/16/97; amended  
9/24/97

INNER DIMENSION & DESIGN (75/226,807) (Class 42) – Notice of Allowance issued 8/25/98

MISCELLANEOUS DESIGN (75/279,615) (Class 9) – Notice of Publication 12/8/98

THE FEAR (75/076,878) (Class 41) – Withdrawn

THE FEAR (75/076,825) (Class 9) – Withdrawn

THE JAZZ STORE (75/102,117) (Class 42) Filing date: 5/10/96

UNAPIX CONSUMER PRODUCTS (75/266,262) (Class 42) – Notice of Allowance issued  
4/21/98

UNAPIX CONSUMER PRODUCTS & DESIGN (75/266,261) (Class 42) – Notice of  
Allowance on 5/26/98

UNAPIX FILMS, INC. & DESIGN (266,785) (Class 41) – Notice of Allowance

**SCHEDULE B**

**TRADEMARK LICENSES**

None.