

MRD

2-4-00

03-07-2000



101282845

FEB - 4 2000

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

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.)

03/06/2000 DCORTES 00000173 75081820

FOR OFFICE USE ONLY

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

Refund 03/06/2000 0000090725
Total: \$300.00

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet for recording, 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 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)

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.

Donna R. Gasiorowski, Senior Legal Assistant to Neil S. Hirshman

1/25/2000

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)

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)

| | | |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Registration Number(s)

| | | |
|---------|---------|---------|
| 1121161 | 2060266 | 2162998 |
| 1137863 | 1271040 | 1716312 |
| 1119141 | 1735153 | 1133106 |
| 1116175 | 1135605 | 1154143 |
| 1275105 | 1263772 | 1714030 |
| 1340161 | 2211395 | |
| | | |

SECURITY INTEREST IN TRADEMARKS

THIS SECURITY INTEREST IN TRADEMARKS ("Security Interest In Trademarks"), dated as of December 17, 1999, is made by THE IMAGE BANK, INC., a New York corporation ("Grantor"), in favor of HSBC Investment Bank plc, a United Kingdom public limited company, as Security Agent under the Security Agreement described below ("Agent").

WHEREAS, pursuant to that Credit Agreement dated October 25, 1999 entered into by Grantor (by accession), Agent and certain other parties (the "Credit Agreement"), certain loans and credit facilities are to be made available to Grantor and certain of its affiliates;

WHEREAS, in connection with the Credit Agreement, Grantor has executed and delivered to Agent an Assumption Agreement dated December 17, 1999 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Assumption Agreement"), pursuant to which the Grantor has charged the Collateral (as defined in the Security Agreement (as defined in the Assumption Agreement)) to the Agent;

WHEREAS, as a condition precedent to the making of the loans and the establishment of the credit facilities under the Credit Agreement, and in conjunction with the Assumption Agreement, Grantor is required to execute and deliver this Security Interest In Trademarks;

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Security Interest In Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Interest In Trademarks, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or the Credit Agreement (collectively, the "Finance Documents").

SECTION 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Finance Documents, Grantor hereby grants to Agent a continuing security interest in and a right of setoff against, all of Grantor's right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto).

SECTION 3. Purpose. This Security Interest In Trademarks has been executed and delivered by Grantor for the purpose of registering with the United States Patent and Trademark Office ("PTO") the grant of a security interest in the Finance Documents. The security interest granted hereby has been granted pursuant to the Security Agreement, as a supplement and ancillary to, and not in limitation of, the

security interest granted to Agent under the Security Agreement with respect to the Intellectual Property Rights. The Security Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Security Interest in Trademarks and the Finance Documents, the Finance Documents shall prevail.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Finance Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Filing this Security Interest In Trademarks. The party that files this Security Interest In Trademarks with the PTO shall: (i) complete accurately, and include as part of such filing, the PTO's "Recordation Form Cover Sheet" for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security interest; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

SECTION 6. Counterparts. This Security Interest In Trademarks may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * * * *

IN TESTIMONY WHEREOF, the Grantor and Agent have caused this Security Interest In Trademarks to be signed and executed by the undersigned officer thereunto duly authorized this 17th day of December, 1999.

THE IMAGE BANK, INC.

By: Suzanne Page
Name: Suzanne Page
Title: General Counsel & Secretary

STATE OF Washington)
)) SS
COUNTY OF King)

On this 17th day of December, 1999, there appeared before me Suzanne Page, personally known to me, who acknowledged that he/she signed the foregoing Security Interest In Trademarks as his/her voluntary act and deed on behalf and with full authority of THE IMAGE BANK, INC.

Sandra K. Darling

Notary Public

SCHEDULE A

TRADEMARKS

See attached.

| TITLE | REG. NO. | ISSUE DATE |
|---------------------------------------|-----------------|-------------------|
| SWANSTOCK (in International Class 42) | 2,285,488 | 10/12/99 |
| ARTVILLE | 2,196,245 | 10/13/98 |

TRADEMARK APPLICATIONS

| TITLE | SERIAL NO. | FILING DATE |
|---------------|-------------------|--------------------|
| ARCHIVE FILMS | 75/081,820 | 3/29/96 |

| MARK/ CRT FILE NO. ® = Registered. | TIB Image No. | CLASS(ES) AND GOODS/SERVICES | COUNTRY (STATE) | OWNERSHIP/ LICENSE INFORMATION | REGISTRATION NO. & DATE (SERIAL NO. & FILING DATE) | STATUS/ACTIONS |
|--|---------------------|--|--------------------|--------------------------------------|---|--|
| EXTRA! 5080-01600 | 01600 | 42: Stock photography, stock film, and stock illustration services, namely, leasing the right to reproduce and adapt photographs, films and illustrations to others; licensing of intellectual property, namely, photographic works, cinematographic films, and illustrations. | US | The Image Bank, Inc. | 2,207,445 December 1, 1998 (75/109,230 May 24, 1996) | §8, §15 affidavits due between December 1, 2003 and December 1, 2004. Renewal due: December 1, 2008 |
| FILM SEARCH 5080-06400 | 03781 | 41: Leasing of film footage and video tapes and cassettes. | US | The Image Bank, Inc. | 1,524,880 February 14, 1989 (73/701,767 December 18, 1987) | Renewal due: February 14, 2009 |
| FILM SEARCH 5080-06401 | 03781 | 9: Cinematographic film, video tapes and video cassettes containing movies, sports features, nature features, documentaries, animated features, and computer generated graphics. | US | The Image Bank, Inc. | 1,524,236 February 14, 1989 (73/701,768 December 18, 1987) | Renewal due: February 14, 2009 |
| G + J IMAGES 5080-07116 | 00617 | 16: Printed matter-namely, photographic prints and catalogs of photographic prints for sale to others for use in advertising, promotion and editorial use; calendars; and postcards. | US | G + J Images, Inc. | 1213256 October 19, 1982 (278082 September 16, 1980) | Renewal due: October 19, 2002 |
| WE DO NOT HAVE FILE. File requested from Ms. Kuhn August 14, 1998. G + J IMAGES 5080-07117 | 00617 | 35, 42: Personal management services for photographers; Leasing of reproduction rights to photographs and transparencies for others. | US | G + J Images, Inc. | 1209970 September 21, 1982 (280885 October 8, 1980) | Renewal due: September 21, 2002 |
| WE DO NOT HAVE FILE. File requested from Ms. Kuhn August 14, 1998. | | | | | | |

| MARK/ CRT FILE NO. ® - Registered. | TIB Image No. | CLASS(ES) AND GOODS/SERVICES | COUNTRY (STATE) | OWNERSHIP/ LICENSE INFORMATION | REGISTRATION NO. & DATE (SERIAL NO. & FILING DATE) | STATUS/ACTIONS |
|--|---------------------|--|--------------------|--------------------------------------|--|---|
| G + J IMAGES 5080-07118 WE DO NOT HAVE FILE. File requested from Ms. Kuhn August 14, 1998. | 00617 | 9: Photographic goods, namely, developed slides. | US | G + J Images, Inc. | 1218166 November 30, 1982 (278083 September 16, 1980) | Renewal due: November 30, 2002 |
| IMAGE BANK & DESIGN 5080-04639 | 06237 | 35: Leasing of reproduction rights to illustrations, motion picture films, video tapes, video disc and obtaining assignment work and acting as booking agent for illustrators and cinematographers. | US | The Image Bank, Inc. | 1686052 May 19, 1992 (74/050,752 April 19, 1990) | Renewal due May 19, 2002. |
| IMAGE BANK & DESIGN 5080-04632 | 06237 | 35: Leasing of reproduction rights to transparencies or photographs and obtaining assignment work and acting as booking agent for photographers. | US | The Image Bank, Inc. | 1,121,161 June 26, 1979 (73/177,855 July 12, 1978) | Renewal granted. Renewal due 06/26/2009. |
| IMAGE BANK & DESIGN 5080-04640 | 06237 | 9, 16, 41, 42: Photographic slide transparencies; cinematographic and motion picture films featuring a variety of subjects; prerecorded video tapes, prerecorded video cassettes, prerecorded laser discs and compact discs, all featuring graphic images; and computer software database containing digital graphic images. Mounted or unmounted photographs; photographic prints; brochures and catalogues featuring graphic images; plastic or paper transparencies; postcards; slide mounts; illustrations; posters; calendars; and paper clips. Booking agencies for artists, illustrators, photographers and cinematographers; rental or leasing of photographs, photographic prints and slides, transparencies, motion picture films, video tapes, video discs, compact discs, illustrations, and computer software digital graphic images. Licensing of intellectual property reproduction rights to photographs, photographic prints and slides, transparencies, motion picture films, video tapes, video discs, compact discs, illustrations, computer software digital graphic images. | US | The Image Bank, Inc. | 2060266 May 13, 1997 (74/071,264 June 23, 1995) | Request to correct filing date refused. Sections 8 & 15 Affidavits due between May 13, 2002 and May 13, 2003. Renewal due: May 13, 2007 |
| IMAGE INDEX 5080-04901 | 02685 | 35: Licensing reproduction rights in motion picture film footage for advertising purposes. | US | The Image Bank, Inc. | 2,162,998 June 9, 1998 (74/500,399 March 10, 1994) | Sections 8 & 15 Affidavits due between June 9, 2003 and June 9, 2004. Renewal due: June 9, 2008 |

| MARK/ CRT FILE NO. ® - Registered. | TIB Image No. | CLASS(ES) AND GOODS/SERVICES | COUNTRY (STATE) | OWNERSHIP/ LICENSE INFORMATION | REGISTRATION NO. & DATE (SERIAL NO. & FILING DATE) | STATUS/ACTIONS |
|---|---------------------|--|--------------------|--------------------------------------|---|---|
| TIB 5080-05301 | 00618 | 35: Photographic services, namely, leasing of reproduction rights to transparencies or photographs and obtaining assignment work and acting as booking agent for photographers. | US | The Image Bank, Inc. | 1,116,175 April 3, 1979 (176,339 June 28, 1978) | Renewal due: April 3, 1999 Renewal Application filed: March 30, 1999 |
| TIB 5080-05303 | 00618 | 9: Photographic goods, namely photographic slides. | US | The Image Bank, Inc. | 1,135,605 May 20, 1980 (176,340 June 28, 1978) | Renewal due: May 20, 2000 Application for Renewal filed 07/29/99 |
| TIB THE IMAGE BANK 5080-06500 | 03790 | 35: Leasing of reproduction rights to transparencies or photographs and obtaining assignment work and acting as booking agent for photographers. | US | The Image Bank, Inc. | 1,154,143 May 12, 1981 (176,371 June 28, 1978) | Renewal due: May 12, 2001 |
| TIB THE IMAGE BANK & DESIGN 5080-05006 | 01314 | 16: Printed matter - namely, photographic prints, booklets, calendars, and postcards. | US | The Image Bank, Inc. | 1,275,105 April 24, 1984 (394,223 September 29, 1982) | Renewal due: April 24, 2004 |
| TIB THE IMAGE BANK & DESIGN 5080-05005 | 01314 | 35: Leasing of reproduction rights to transparencies or photographs and obtaining assignment work and acting as booking agents for photographers. | US | The Image Bank, Inc. | 1,263,772 January 10, 1984 (394,259 September 29, 1982) | Renewal due: January 10, 2004 |
| TIB THE IMAGE BANK & DESIGN 5080-05000 | 01314 | 35: Leasing of reproduction rights to illustrations, motion picture films, video tapes, video disc and obtaining assignment work and acting as booking agent for illustrators and cinematographers. | US | The Image Bank, Inc. | 1,714,030 September 8, 1992 (74/050,755 April 19, 1990) | ABANDONED (Correspondence prepared to E. Warren 09/04/98 regarding not filing §8, §15 affidavits) |
| TIB THE IMAGE BANK & DESIGN 5080-05007 | 01314 | 9: Photographic goods - namely, developed slides. | US | The Image Bank, Inc. | 1,340,161 June 11, 1985 (394,224 September 29, 1982) | Renewal due: June 11, 2005 |
| WORLD AT WORK 5080-00900 | 00900 | 42: Stock photography, stock film, and stock illustration services, namely, leasing the right to reproduce and adapt photographs, films and illustrations to others; licensing of intellectual property, namely, photographic works, cinematographic films, and illustrations. | US | The Image Bank, Inc. | 2,211,395 December 15, 1998 (75/024,384 November 27, 1995) | §8, §15 affidavits due between December 15, 2003 and December 15, 2004. Renewal due: December 15, 2008 |

TRADEMARK

REEL: 002030 FRAME: 0746

| MARK/ CRT FILE NO. ® = Registered. | TIB Image No. | CLASSES) AND GOODS/SERVICES | COUNTRY (STATE) | OWNERSHIP/ LICENSE INFORMATION | REGISTRATION NO. & DATE (SERIAL NO. & FILING DATE) | STATUS/ACTIONS |
|--|---------------------|--|--------------------|--------------------------------------|---|--|
| PETRIFIED FILMS 5080-08701 | 08700 | 42: Rental of stock photographs from video and/or film for use by others. | US | Petrified Films, Inc. | | |
| PETRIFIED FILMS 5080-08700 | 08700 | 9: Still photographs used for stock footage. | US | Petrified Films, Inc. | | |
| SWANSTOCK 5080-03200 | 03200 | 42: Stock photography, stock film, and stock illustration services, namely, leasing the right to reproduce and adapt photographs, films, and illustrations to others; licensing of intellectual property, namely, photographic works, cinematographic films, and illustrations. | US | Swanstock, Inc. | (75/571,030 October 14, 1998) | Application published July 20, 1999. |
| SYNC 5080-04400 | 04400 | Stock photography, stock film, and stock illustration services, namely, leasing the right to reproduce and adapt photographs, films, and illustrations to others; licensing of intellectual property, namely, photographic works, cinematographic films, and illustrations, in International Class 42. | US | The Image Bank, Inc. | (75/569,911 October 14, 1998) | Application filed October 14, 1998. Response to Office Action due 10/20/99 |
| THE IMAGE BANK 5080-05108 | 00738 | 16: Printed matter - namely, photographic prints, booklets, invoices, and post cards. | US | The Image Bank, Inc. | 1,137,863 July 15, 1980 (176,372 June 28, 1978) | Renewal due: July 15, 2000 |
| THE IMAGE BANK 5080-05107 | 00738 | 35: Leasing of reproduction rights to transparencies or photographs and obtaining assignment work and acting as booking agent for photographers. | US | The Image Bank, Inc. | 1,271,040 March 20, 1984 (410,699 January 24, 1983) | Renewal due: March 20, 2004 |
| THE IMAGE BANK 5080-05100 | 00738 | 35: Leasing of reproduction rights to illustrations, motion picture films, video tapes, video disc and obtaining assignment work and acting as booking agent for illustrators and cinematographers. | US | The Image Bank, Inc. | 1,716,312 September 15, 1992 (74/050,754 April 19, 1990) | Section 8 & 15 affidavits accepted 03/12/99. Renewal due: September 15, 2002. |
| THE IMAGE BANK 5080-05106 | 00738 | 9: Photographic goods - namely developed slides. | US | Fried Kanny | 1,119,141 May 29, 1979 (176,373 June 28, 1978) | Renewal due: 05/29/2009. |
| THE IMAGE BANK VISUAL DISC 5080-05200 | 01299 | 35: Leasing of reproduction rights to video discs. | US | The Image Bank, Inc. | 1,735,153 November 24, 1992 (74/050,753 June 19, 1990) | ABANDONED |
| TIB 5080-05302 | 00618 | 16: Printed matter - namely, photographic prints, booklets, and postcards. | US | The Image Bank, Inc. | 1,133,106 April 15, 1980 (176,374 June 28, 1978) | Renewal due: April 15, 2000 |