

12/20/99

03-28-2000
101299086

TRADEMARKS ONLY

TRADEMARKS ONLY

To the Honorable Ct.
Please record the attached original document

1. Name of Party(ies) conveying an interest:
Imperial Bank
11468 Sorrento Valley Road
San Diego, California 92121

Entity:
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation -
 Other - California Chartered Bank

3. Interest Conveyed.
 Assignment Change of Name
 Security Agreement Merger
 Other - Release of Intellectual Property Collateral

Execution Date - November 24, 1999

2. Name and Address of Party(ies) receiving an interest:
Name: Prima Communications, Inc.

Address: 3875 Atherton Road
Rocklin, California 95765

Entity:
 Individual(s) Association
 Corporation -California General Partnership Limited Partnership
 Other -

Citizenship

If not domiciled in the United States, a domestic representative designation is attached:
 Yes
 No

(The attached document must not be an assignment)

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

A. Trademark Application No.(s)
SEE EXHIBIT A

B. Trademark Registration No.(s)

5. Please mail documents back to:

Barry P. Golob
Pillsbury Madison & Sutro LLP
1100 New York Avenue, N.W.
Washington, D.C. 20005-3918

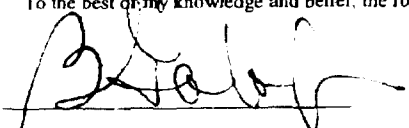
6. Number of applications and registrations involved: 39

7. Amount of fee enclosed: \$990.00

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. 42075 / 0000004
C# M#

DO NOT USE THIS SPACE

9. 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.


Signature

Total number of pages including cover sheet, attachments and document. (excluding duplicate cover sheet)	5
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Attorney: Barry P. Golob
Date: December 20, 1999
Atty/Sec: BPG/jp

Tel: (202) 861-3679
Fax: (202) 822-0944

TRADEMARK REGISTRATION AND PENDING APPLICATIONS

Mark:	Class:	List of Registration/Serial #:	Filing Date:	Issuance Date:	1st Use Date:	Country:
In a Weekend	16	2,180,203	4/1/97	8/11/98	4/27/96	U.S.
Game Buster	16	74/679469	5/23/95	9/9/97	5/1/95	U.S.
Game Buster - Get A Clue!	16	74/679472	5/23/95	10/22/96	5/1/95	U.S.
Lean and Luscious	16	74-641164	3/2/95	1/2/96	1/1/87	U.S.
	N/A	818246	7/12/96	11/31/97	1/1/87	Canada
	16	2032107		8/31/95		U.K.
The Natural Pharmacist	16	Pending	3/4/97	Pending		U.S.
Natural Places (& Design)	16	75-012226	10/30/95	2/11/97	4/24/96	U.S.
Natural Places	16	75/01225	10/30/95	1/21/97	4/24/96	U.S.
P PRIMA	16	74/635,666	9/4/86	4/9/96	8/18/86	U.S.
	N/A	818245 / 26298/001	7/15/96	Pending	5/1/92	Canada
	16	662130	5/24/95	11/21/97		Australia
	16	2030729	8/17/95	9/11/98		U.K.
PRIMA ONLINE & DESIGN	16	74/691387	6/16/95	2/4/97	6/9/95	U.S.
PRIMA PUBLISHING	16	74/663,427	4/19/95	4/16/96	2/1/84	U.S.
Proteus & Design	16	74/635662	2/17/95	10/29/96	8/1/95	U.S.
		TMA464,092	8/25/95	10/11/96		Canada
	16	663130	6/5/95	12/6/96		Australia
	16	2030722	8/17/95	8/17/95		U.K.
Road Trip Adventures	16	74/679471	5/23/95	12/17/96	8/1/95	U.S.
Road Trip Adventures & Design	16	74/679470	5/23/95	10/22/96	8/1/95	U.S.
Secrets of the Game	16	74/224,734	11/22/91	9/29/92	9/17/90	U.S.
		818244 / 2045947	7/18/96	11/22/95		Canada
	16	662129	5/24/95	11/14/97		Australia
	16	2045947	4/10/96	7/25/97		U.K.
	16	219519	3/9/98	11/30/98		Eup. Comm.
Secrets of the Game & Design	16	74/663,426	4/19/95	5/28/96	7/20/92	U.S.
VLG & Design	16	74/679,473	5/23/95	2/25/97	1/20/92	U.S.
	16	2045943	1/27/97	8/1/97		U.K.
The Most Trusted Name in Games	16	Pending	12/10/97	Pending		U.S.
In A Weekend (& Design)	16	75/583631	11/5/98	Pending	1/8/97	U.S.
In A Weekend (& Design On Spine)	16	75/583625	11/5/98	Pending	1/8/97	U.S.
Prima Health	16	75/583575	11/5/98	Pending	2/18/98	U.S.

EXHIBIT A

TRADEMARK REGISTRATION AND PENDING APPLICATIONS

Fast & Easy	16	75/583199		11/5/98	Pending	4/9/97	U.S.
P PRIMA	16, 41, 42	399 12 189.7/16		3/3/99	Pending		Germany
P PRIMA (Deutschland)	16, 41, 42	399 12 190.0/16		3/3/99	Pending		Germany
P PRIMA Games	16	75/655499		3/8/99	Pending	1/27/99	U.S.
PRIMA GAMES	16			6/21/99	Pending	1/27/99	U.S.
FAST & EASY	16			6/21/99	Pending	4/9/97	U.S.

RELEASE OF INTELLECTUAL PROPERTY COLLATERAL

THIS RELEASE OF INTELLECTUAL PROPERTY COLLATERAL, ("Release") is made as of November 24, 1999 by Imperial Bank, a California Chartered Bank ("Secured Party"), the secured party under that certain INTELLECTUAL PROPERTY SECURITY AGREEMENT referred to below.

WITNESSETH:

WHEREAS, Prima Communications, Inc., a California corporation ("Borrower" or "Assignor"), executed that certain Intellectual Property Security Agreement dated as of June 15, 1999 (the "Security Agreement"), pursuant to which Borrower granted a security interest to Secured Party in certain intellectual property owned and registered by Borrower; and

WHEREAS, the Security Agreement was recorded with the Assignment Branch of the United States Patent and Trademark Office on July 26, 1999 at Reel 1935, Frame 0076; and

WHEREAS Secured Party has agreed to release its lien under the Security Agreement in the collateral identified on Exhibit A attached hereto and made a part hereof (the "Released Intellectual Property Collateral"):

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby releases its lien under the Security Agreement in the Released Intellectual Property Collateral.

Secured Party hereby represents and warrants that it has not transferred its lien under the Security Agreement in the Released Intellectual Property Collateral to any other party.

IN WITNESS WHEREOF, Secured Party has caused this release to be duly executed on the date first above written.

IMPERIAL BANK

By: [Signature]
Name: MICHAEL E. BASAMUS
Title: SENIOR VICE PRESIDENT

STATE OF CALIFORNIA,)
County of Sacramento) ss.

On November 24, 1999, before me, Marie A. Deaton, a Notary Public in and for the State of California, personally appeared Michael E. Basamus personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the within instrument in his or her authorized capacity and that, by his or her signature on the within instrument, the person or entity upon behalf of which he or she acted executed the within instrument.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

