

04-17-2000

NET

Docket No.:



.Y

015386/0050

Tab settings

101322389

To the Honorable Commissioner of Pa.

attached original documents or copy thereof.

1. Name of conveying party(ies):

KARMALANNE, INC.

3-21-00

- Individual(s)
- General Partnership
- Corporation-State NEVADA
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 03202000

2. Name and address of receiving party(ies):

Name: THE CIT GROUP/BUSINESS CREDIT, INC.

Internal Address:

Street Address: 1211 AVENUE OF THE AMERICAS

City: NEW YORK State: NY ZIP: 10036

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State NEW YORK
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

SEE
ATTACHED
SCHEDULE

B. Trademark Registration No.(s)

NONE

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: PAUL A. JUERGENSEN

Internal Address: SCHULTE ROTH & ZABEL LLP

Street Address: 900 THIRD AVENUE

City: NEW YORK State: NY ZIP: 10022

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP - 500675

04/14/2000 TT011 00000186 500675 75281185

DO NOT USE THIS SPACE

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

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.

PAUL A. JUERGENSEN

Name of Person Signing

Signature

MARCH 21, 2000

Date

Total number of pages including cover sheet, attachments, and

5

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	Sound Republic	75/281,185	4/25/97
United States	Sound Republic	75/522,020	7/20/98
United States	Sound Republic Hotel Casino	75/522,019	7/20/98

ASSIGNMENT FOR SECURITY
(TRADEMARKS)

WHEREAS, KARMALANNE, INC. (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement dated on or about the date hereof (the "Security Agreement") in favor of THE CIT GROUP/BUSINESS CREDIT, INC., as the agent for certain lenders (the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of March 12, 2000.

KARMALANNE, INC.

By: 


Name: Thomas Avallone

Title: Chief Financial Officer

STATE OF New York)
COUNTY OF Richmond) ss.

On March 12, 2000, before me, JOANNA C MYSSURA, appeared Thomas Avallone 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 the Assignment for Security and acknowledged to me that she/he executed the same in her/his authorized capacity, and that by her/his signature on the Assignment for Security, the entity upon behalf of which the person acted, executed the Assignment for Security.

WITNESS my hand and official seal.


Signature

JOANNA C. MYSSURA
Notary Public, State of New York
No. 01MY6035648

Name (Typed or Printed) JOANNA C. MYSSURA
Qualified in Richmond County
Commission Expires January 3, 2002

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	Sound Republic	75/281,185	4/25/97
United States	Sound Republic	75/522,020	7/20/98
United States	Sound Republic Hotel Casino	75/522,019	7/20/98

Abandoned Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	Soundmine	75/249,313	2/28/97
United States	Sound Institute	75/300,871	5/30/97
United States	Institute of Sound	75/304,374	6/6/97
United States	The Compound	75/090,622	4/18/96
United States	Rock City	75/202,533	11/22/96
United States	Sound Asylum	75/322,795	7/11/97
United States	Sound Asylum	75/365,593	9/30/97