

07-06-2000



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OPR/FINANCE

6-7-00

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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
05082000

Name

Formerly

2178680

- 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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  Association
- Corporation  Association
- Other

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.)

- Citizenship/State of Incorporation/Organization

07/06/2000 DNGUYEN 00000064 2178680

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
125.00 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: 002096 FRAME: 0257

**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)**

<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" value="2178680"/>	<input type="text" value="2180828"/>	<input type="text"/>
<input type="text" value="2178698"/>	<input type="text" value="2180829"/>	<input type="text"/>
<input type="text" value="2180784"/>	<input type="text" value="2180830"/>	<input type="text"/>

**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.)

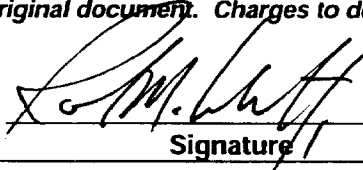
Deposit Account Number: #

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.

Robert M. Schwartz, Esq.



6-1-00

Name of Person Signing

Signature

Date Signed

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made this 3<sup>rd</sup> day of May, 2000, between **HV MEDIA CORP.**, a Nevada corporation (the "Debtor"), and **DUGENT CORPORATION**, a Florida corporation ("Secured Party"), and provides that the parties, intending to be legally bound hereby, agree as follows:

### RECITALS

Pursuant to that certain Asset Sale Agreement of even date herewith by and among the parties (the "Sale Agreement"), Debtor has agreed to purchase certain assets of the Secured Party. Pursuant to the Sale Agreement, a portion of the purchase price has been paid by Debtor to Secured Party in the form of a Promissory Note of even date herewith in the original principal amount of Eight Hundred Twenty-Five Thousand Dollars and 00/100 (\$825,000.00) (the "Note"). The payment of the Note is secured, in part, by the collateral as defined in Exhibit "A" of the Security Agreement. As a condition to accepting the Note as payment towards the purchase price, Secured Party has required the execution of this Security Agreement.

### SECURITY AGREEMENT

A. In consideration of the undertakings of Secured Party pursuant to the Note, the Sale Agreement and other documents executed and delivered together therewith (collectively the "Loan Documents"), and acknowledging that Secured Party would not have accepted the Note in partial payment of the purchase price but for the execution and delivery of this Security Agreement, Debtor hereby grants to Secured Party a continuing first priority security interest in the collateral (hereinafter the "Collateral"), described in Exhibit A, attached hereto and made a part hereof, to secure:

1. The payment of all sums due either to or on behalf of Secured Party pursuant to or secured by the Loan Documents; and
2. The performance and payment of all other obligations, liabilities and indebtedness of the Debtor to Secured Party presently existing or hereafter arising under the Loan Documents.

B. Debtor at Debtor's sole cost and expense, shall duly execute and deliver, or cause to be duly executed and delivered, from time to time, such financing statements and continuation statements as Secured Party may at any time request, to enforce, perfect, protect and continue its security interest in the Collateral as herein provided, and its rights and remedies with respect to the Collateral.

C. Debtor represents and warrants that:

1. Debtor restates and reaffirms all of the covenants made by the Debtor in the Note, as though made herein.

2. Debtor is authorized to make the Deferred Payment and grant the security interest herein granted and otherwise perform all of its obligations under this Agreement under the laws of the State of New York.

D. Debtor will not , without Secured Party's prior written consent, convey, create or file or suffer to be created or filed or continued, any interest in or lien or encumbrance on the Collateral which is superior or takes priority to the Secured Party's lien thereon.

E. Debtor will file all required tax returns, pay when due all taxes imposed on Debtor's operations, assets, income and/or properties.

F. Debtor shall execute and deliver a collateral trademark assignment in favor of Secured Party in the trademarks which are included in the Collateral, and will execute such documents and take such other steps as may be necessary to maintain said trademarks in good standing and will defend same against the claims of all others. Secured Party shall execute and deliver a collateral trademark assignment termination statement to William S. Kramer, Esq. as Escrow Agent, to be held pursuant to the terms and conditions of the Escrow Agreement entered into simultaneously herewith.

G. Debtor shall be in default hereunder if there shall have occurred a default as defined in the aforesaid Note and/or if Debtor shall fail to comply with the terms, conditions, obligations, warranties, representations and covenants of this Security Agreement and/or if there shall have occurred a default by Buyer under the Sale Agreement. Notwithstanding the foregoing, upon the occurrence of an event of default which does not involve the payment of money by Debtor to Secured Party, Debtor shall have fifteen (15) days to cure the default after delivery of written notice of such default from Secured Party to Debtor.

H. Upon the occurrence of a default, subject to applicable cure periods, Secured Party shall have and may exercise with respect to the Collateral, all of its rights and remedies provided in the Note and herein, and any other rights and remedies provided by law, including any rights and remedies available under the Uniform Commercial Code. Without limiting the generality of the foregoing, upon the occurrence of a default, Secured Party may sell the Collateral at a public sale and use any and all of the same for any purpose.

I. Application of Proceeds. The proceeds of any Collateral obtained pursuant to the exercise of any remedy set forth in Paragraph H shall be applied, together with any other sums then held by Secured Party pursuant to this Agreement, promptly by Secured Party:

First to the payment of all costs and expenses, fees, commissions and taxes of such sale, collection or other realization, and all expense, liabilities and advances made or incurred by the Secured Party in connection therewith;

Second, to the indefeasible payment in full in cash of the Secured Obligation, ratably according to the unpaid amounts thereof, without preference or priority of any kind among amounts so due and payable; and

Third, to Debtor, or its successors or assigns, or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, of any surplus remaining from such proceeds.

J. Secured Party may waive any default or may remedy any default in any reasonable manner without waiving such default and without waiving any other prior or subsequent default; and Secured Party may waive or delay the exercise of any right or remedy under the Security Agreement without waiving that right or remedy or any other right or remedy hereunder.

K. 1. This Security Agreement shall remain in full force and effect as long as the sums secured hereby remain unpaid in whole or in part, provided that a full and complete payment of the Note shall operate as a full and complete termination of this Security Agreement.

2. This Security Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. If any provision hereof is found by a court of competent jurisdiction to be unenforceable, Debtor and Secured Party intend all other provisions to be absolutely unaffected.

M. This Security Agreement shall be construed in accordance with and governed by the laws of the State of New York. This Security Agreement may be modified or amended only by an agreement in writing executed by Debtor and Secured Party.

N. In the event it becomes necessary for the Secured Party to exercise its rights under this Security Agreement, Debtor agrees to pay all costs, charges and expenses of enforcement or collection of this Security Agreement, including but not limited to attorneys' fees if this Security Agreement is placed in the hands of an attorney for the enforcement or collection whether or not a complaint is filed, including such attorneys' fees incurred prior to the institution of litigation or in litigation, trial and appellate review, and in arbitration, bankruptcy or other administrative or judicial proceedings.

IN WITNESS WHEREOF, the undersigned have caused this Security Agreement to be duly executed as of the day and year first above written.

"DEBTOR"

"SECURED PARTY"

**HV MEDIA CORP.**

**DUGENT CORPORATION**

By:   
Frank L. Perretta, President

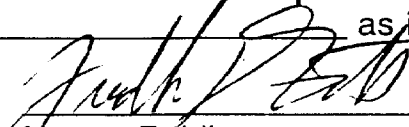
By: \_\_\_\_\_  
Walter Weidenbaum, President

STATE OF NEW JERSEY )

:SS

COUNTY OF BERGEN )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of MAY, 2000, by FRANK C. PERRICITA, as President of HV Media Corp., a Nevada corporation, on behalf of said corporation, who  is personally known to me, or  has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires:

**Frederick D. Zott  
Notary Public of New Jersey  
My Commission Expires 12/1/04**

STATE OF FLORIDA )

:SS

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by Walter Weidenbaum, as President of Dugent Corporation, a Florida corporation, on behalf of said corporation, who  is personally known to me, or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires:

Third, to Debtor, or its successors or assigns, or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, of any surplus remaining from such proceeds.

J. Secured Party may waive any default or may remedy any default in any reasonable manner without waiving such default and without waiving any other prior or subsequent default; and Secured Party may waive or delay the exercise of any right or remedy under the Security Agreement without waiving that right or remedy or any other right or remedy hereunder.

K. 1. This Security Agreement shall remain in full force and effect as long as the sums secured hereby remain unpaid in whole or in part, provided that a full and complete payment of the Note shall operate as a full and complete termination of this Security Agreement.

2. This Security Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. If any provision hereof is found by a court of competent jurisdiction to be unenforceable, Debtor and Secured Party intend all other provisions to be absolutely unaffected.

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IN WITNESS WHEREOF, the undersigned have caused this Security Agreement to be duly executed as of the day and year first above written.

"DEBTOR"

HV MEDIA CORP.

By: \_\_\_\_\_  
Frank L. Perretta, President

"SECURED PARTY"

DUGENT CORPORATION

By:  \_\_\_\_\_  
Walter Weidenbaum, President





**EXHIBIT "A" TO**

**UCC-1 FINANCING STATEMENT/SECURITY AGREEMENT**

All rights, licenses, options, grants, titles and interest, including, but not limited to, goodwill, in and to the publication titles listed below, including the trademarks and any other intellectual properties and/or rights therein:

<u>Registration Number</u>	<u>Mark/Title</u>	<u>Registration Date</u>
2178680	Plumpers and Big Women	August 4, 1998
2178698	Petite	August 4, 1998
2180784	Gent	August 11, 1998
2180828	Gent	August 11, 1998
2180829	Plumpers and Big Women	August 11, 1998
2180830	Petite	August 11, 1998

All of the cash and/or non-cash proceeds from the sale, transfer, encumbrance or other disposition of the above items.