

09-27-2000

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



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

101473165

9.15<sup>00</sup>

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
- Change of Name
- Other

Effective Date  
Month Day Year  
4 14 99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

733109

- 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  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.)
- Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

09/26/2000 MTHAI1 00000256 733109

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: 002148 FRAME: 0684

**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)**

<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)**

<input type="text" value="733,109"/>	<input type="text" value="755,097"/>	<input type="text"/>
<input type="text" value="1,811,069"/>	<input type="text" value="762,752"/>	<input type="text"/>
<input type="text" value="2,028,022"/>	<input type="text" value="760,182"/>	<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.

Jill M. Pietrini

Name of Person Signing

Signature

September 13, 2000

Date Signed



04-19-1999

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #26

Execution Copy

**TRADEMARK COLLATERAL ASSIGNMENT**

TRADEMARK COLLATERAL ASSIGNMENT, dated as of April 14, 1999 (this "Agreement"), made by and between SESAC LLC, a Delaware limited liability company (the "Borrower"), in favor of UCC Lending Corp., a Delaware corporation (the "Lender").

**WITNESSETH:**

WHEREAS, pursuant to Section 4.1(a)(xiii) of the Loan Agreement dated as of April 14, 1999 by and between the Borrower and the Lender (as amended, supplemented or otherwise modified from time to time the "Loan Agreement"), which provides that the parties will enter into the Security Agreement (as defined below) for the Borrower's obligations under the Loan Agreement; and

WHEREAS, the Borrower is the owner of the entire right, title and interest in, to and under the trademarks and service marks and all United States registrations therefor listed on Schedule 1 hereto; and

WHEREAS, the Borrower has executed and delivered a Security Agreement, dated as of the date hereof, in favor of the Lender, for the benefit of itself, (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Borrower has conveyed a security interest in, among other things, all right, title and interest of the Borrower in, to and under all of the Borrower's Marks, whether presently existing or hereafter arising or acquired;

NOW, THEREFORE, in consideration of the premises and to induce the Borrower and the Lender to enter into the Loan Agreement, the Borrower hereby agrees with the Lender as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in

the Security Agreement.

(b) Other Definitional Provisions. (i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. To secure the prompt and complete payment when due and satisfaction of the Obligations, the Borrower hereby grants, assigns and conveys to Lender as collateral security the entire right, title and interest in and to the Marks, and all proprietary rights in and to all products and all proceeds related thereto, now owned or existing or at any time hereafter acquired by the Borrower or in which the Borrower now has or any time in the future may acquire any right, title or interest, including, without limitation, each registration, application, and proprietary right listed in Schedule 1 attached hereto and made a part hereof, the right to sue for past, present and future infringements and all rights corresponding thereto and the entire goodwill of the Borrower's business connected with and symbolized by the Marks (referred to collectively as the "Marks Collateral").

3. Security Agreement. This Agreement has been executed and delivered by the Borrower for the purpose of recording the collateral assignment of the Lender in the Marks Collateral with the United States Patent and Trademark Office. The collateral assignment granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Borrower and the Lender thereunder) shall remain in full force and effect in accordance with its terms. Except as set forth in the Security Agreement and this Agreement, until the occurrence of an Event of Default and an acceleration of the Obligations, the Lender shall have no rights under the Marks Collateral.

4. Assignments of Marks and Goodwill. In addition to all other rights granted to the Lender under the Loan Agreement, the Security Agreement and this Agreement, effective only upon an Event of Default and an acceleration of the Obligations under the Loan Agreement, the Borrower hereby sells, assigns, transfers and sets over to the Lender, for collateral purposes only, the Borrower's entire right, title and interest in and to all Marks and the goodwill of the Borrower's business connected with and symbolized by the Marks.

5. Representations and Warranties. The Borrower represents and warrants that:

- (a) the Marks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (b) each of the Marks is valid and enforceable and no claim has been made that the use of any of the Marks does or may violate the rights of any third person;
- (c) the Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Marks, free and clear of any liens, charges and encumbrances; and
- (d) the Borrower has the unqualified right to enter into this Agreement and perform its terms.

6. Release of Collateral and Termination. This Agreement and all obligations of the Borrower and the Lender hereunder shall terminate on the date upon which the Obligations have been paid and satisfied in full without delivery of any instrument or performance of any act by any party. Upon termination of this Agreement, the Lender shall, at the sole expense of the Borrower, take such actions as reasonably may be necessary to release its security interest in the Marks Collateral.

7. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the collateral assignment in the Marks Collateral granted hereby are more fully set forth in the Security Agreement, the terms and

provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

8. Binding Effect; Benefits. This Agreement shall be binding upon the Borrower and its respective successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns.

9. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

IN WITNESS WHEREOF, the parties have caused this Trademark Collateral

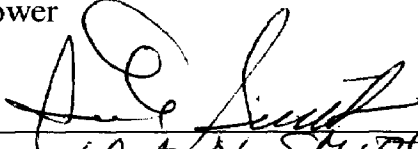
Assignment to be executed by its duly authorized representatives as of the date first above written.

SESAC LLC,  
as the Borrower

By: \_\_\_\_\_

Name:

Title:

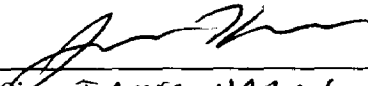
  
IRA M. SMITH  
VICE-PRESIDENT

UCC LENDING CORP.  
as the Lender

By: \_\_\_\_\_

Name:

Title:

  
JAMES HARAN  
TREASURER

COUNTY OF NEW YORK


STATE OF NEW YORK

)  
)  
)

SS.

Subscribed and sworn to before me, a Notary Public for the County and State aforesaid, this 14<sup>th</sup> day of April 1999, personally appeared Ira N. Smith, known to me to be the Vice President of SESAC LLC which executed the foregoing instrument, and he duly acknowledged and swore to me that he executed the same.

**IN WITNESS WHEREOF**, I hereunto set my hand and Notarial Seal.

  
Notary Public

My commission expires:

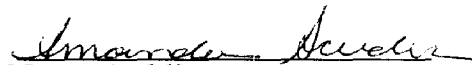
AMANDA C. SCUDER  
Notary Public, State of New York  
No. 01SC5088771  
Qualified in Westchester County  
Commission Expires 11/24/1999



COUNTY OF NEW YORK            )  
  )  
STATE OF NEW YORK            )        SS.

Subscribed and sworn to before me, a Notary Public for the County and State aforesaid, this 14<sup>th</sup> day of April 1999, personally appeared James Haran, known to me to be the Treasurer of UCC LENDING CORP. which executed the foregoing instrument, and he duly acknowledged and swore to me that he executed the same.

**IN WITNESS WHEREOF**, I hereunto set my hand and Notarial Seal.



Notary Public  
My commission expires:

**AMANDA C. SCUDER**  
**Notary Public, State of New York**  
**No. 01SC5088771**  
**Qualified in Westchester County**  
**Commission Expires 11/24/1999**

**SCHEDULE OF MARKS**

<b><u>MARK</u></b>	<b><u>REG. NO.</u></b>	<b><u>REG. DT.</u></b>
SESAC	733,109	June 19, 1962
SESAC & DESIGN	1,811,069	December 14, 1993
FOCUS ON SESAC	2,028,022	December 31, 1996
STAR DESIGN	755,097	August 20, 1963
DRUMMERS	762,752	January 26, 1964
JUST A MINUTE	760,182	November 12, 1963