

12-13-2000

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



101539770

RECORDATION FORM COVER SHEET  
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New 3-7-2000
- ☐ 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

Name Shari Lewis Enterprises, Inc.

Execution Date  
Month Day Year  
01252000

Formerly \_\_\_\_\_

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☐ Other \_\_\_\_\_
- ☒ Citizenship/State of Incorporation/Organization CA

Receiving Party

☐ Mark if additional names of receiving parties attached

Name HSBC Bank USA

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 140 Broadway

Address (line 2) 12th Floor, Corporate Trust Services

Address (line 3) New York NY / USA 10005-1180  
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 as collateral agent
- ☒ Citizenship/State of Incorporation/Organization NY

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assigner

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REEL: 002160 FRAME: 0421

**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.

Randall C. Brown

Name of Person Signing



Signature

March 7, 2000

Date Signed

**GRANT OF SECURITY INTEREST IN  
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

WHEREAS, Shari Lewis Enterprises, Inc., a California corporation ("Grantor"), and HSBC Bank USA, a New York banking corporation, not in its individual capacity, but solely as collateral agent ("Secured Party"), are among the parties to that certain Security Agreement dated as of January 25, 2000 (as such may be amended from time to time, the "Security Agreement") which is incorporated herein by reference;

WHEREAS, the Security Agreement provides, *inter alia*, for the granting of liens on, and security interests in, certain trademark registrations and applications to register trademarks, as more fully listed in Schedule 1 to this Grant of Security Interest (the "Trademarks");

WHEREAS, it is the purpose of this document to perfect and memorialize the security interests and liens granted to Secured Party in the Trademarks in a form suitable for recordation in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in and lien on (i) each trademark registration or application to register a trademark described or referred to in the attached Schedule 1; (ii) all good will of the business symbolized by the respective marks of said registrations and applications; (iii) the right to sue for past, present and future infringement thereof and to recover damages therefor; (iv) accounts, general intangibles and certain other rights related to the Trademarks, as more particularly set forth in the Security Agreement; and (v) all proceeds of the foregoing.

SHARI LEWIS ENTERPRISES, INC.

By: Phil  
Name: Philip Galares  
Title: Secretary

STATE OF NEW YORK

§  
§  
§

COUNTY OF New York

BEFORE ME, the undersigned Notary Public, personally appeared Philip Galanes, who being by me duly sworn stated that he/she is the Eve of Shari Lewis Enterprises, Inc., and that he/she signed the foregoing document in his/her capacity as such and for the purpose and intent therein stated.

Arturo A. Molina  
Notary Public  
Arturo A. Molina  
Printed Name  
My commission expires: June 14, 2001

ARTURO A. MOLINA  
Notary Public, State of New York  
No. 01MO8028488  
Qualified in Queens County  
Commission Expires June 14, 2001

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RECORDED: 03/07/2000

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