

12-22-2000



101559384

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 Assignment for Security

Effective Date
Month Day Year
11 22 00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
11 22 00

Name E.F. Nettman & Associates, Inc.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name Matthews Studio Equipment Group

DBA/AKA/TA _____

Composed of _____

Address (line 1) 3111 N. Kenwood Street

Address (line 2) _____

Address (line 3) Burbank California 91505
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 _____

\$75.00

12/21/2000 NTHAI1 00000270 1274191

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 125.00 DP

Fund Total:

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 Assignment, Washington, D.C. 20231

TRADEMARK
REEL: 002198 FRAME: 0664

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" value="1274191"/>	<input type="text" value="1383109"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1380232"/>	<input type="text" value="1380233"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1380231"/>	<input type="text" value="1916213"/>	<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.

Tasha D. Nguyen

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
FORM PTO-1618

Additional Receiving Party

Matthews Studio Electronics Inc.
3111 N. Kenwood Street
Burbank, California 9 505

ASSIGNMENT FOR SECURITY
(TRADEMARKS)

WHEREAS, E.F. Nett nann & Associates, Inc., a California corporation (“Assignor”), has adopted, and is using, the trademarks described on Exhibit A attached hereto, which trademarks are registered in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, Assignor is obligated to Matthews Studio Equipment Group a California corporation, and Matthews Studio Electronics, Inc., a California corporation (collectively herein the “Assignees”), and Assignor has entered into a Security Agreement dated November 22, 2000 in favor of Assignees (the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Assignor has assigned to Assignees, and granted to Assignees a security interest in, and mortgage on, all right, title and interest of the Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the registrations thereof, and all proceeds thereof, including by reason of infringement thereof (the “Collateral”), to secure the prompt payment, performance and observance of the Remaining Payment (as defined in the Security Agreement) and Assignor’s obligations under the Security Agreement (the “Secured Obligations”)

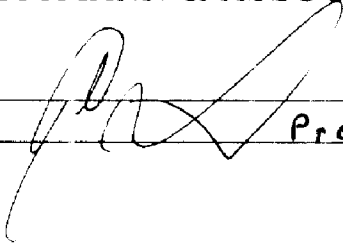
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignees and grant to Assignees a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignees with respect to the assignment of, security interest in, and mortgage on the Collateral made and granted hereby are subject to the terms and provisions of the Security Agreement.

The address of Assignees is 3111 N. Kenwood Street, Burbank, California 91505.

IN WITNESS WHEREOF, Assignor has caused this Assignment for Security (Trademark) to be duly executed by its officer thereunto duly authorized as of the 22nd day of November, 2000.

E.F. NETTMANN & ASSOCIATES, INC.

By:  _____
Its: _____ President _____

ASSIGNMENT FOR SECURITY
(TRADEMARKS)

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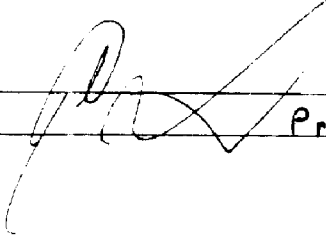
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By:  _____
Its: _____ President _____